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The Solicitors' Journal.

LONDON, JANUARY 27, 1866.

LORD ROMILLY, M.R., in the course of Monday last, the 22nd inst., stated that he had received a letter from a gentleman stating certain circumstances which might be supposed to influence his decision in the case of *Pettinger v. Ambler*, in which he had reserved judgment. His Lordship said it was fit that everybody should know what would be the fate of any letter of this kind written to him. It was always his practice to hand it down to the counsel to whose client it was adverse. His Lordship then handed down this letter from the bench to Mr. Jessel.

THERE IS AN ASSOCIATION called the United Kingdom Alliance, which possesses a powerful organization and commands large supplies of money, and which threatens to carry in the Parliament now about to meet a bill for the total suppression of all trade in intoxicating drinks. It has been suggested that this association is rather too comprehensive in its aim, and that perhaps it might do more good if it directed its efforts towards the attainment of some object that would be at once practicable and useful. Suppose for example that, instead of attempting to enforce the closing of all public-houses, the association undertook to facilitate the opening of establishments which might compete with them in supplying necessary refreshments. It may be thought, perhaps, that this subject is far removed from the province of a legal journal, but we shall soon show our readers that it concerns them intimately. We desire to point out that the United Kingdom Alliance may find in Chancery-lane an appropriate field for missionary labour. That district is at this moment suffering under a destitution which could not accurately be called spiritual, but which, nevertheless, calls aloud for benevolent interposition. The population is not heathen, but possesses the far more interesting character of converts who are in danger of relapse; and its cry of "come and help us" can scarcely be left unheeded by an association which seems to have more wealth and energy than it knows how to employ.

The political economist who believes that demand will always produce supply, might be shaken in his faith if he would pay a visit about one or two o'clock in the day to Chancery-lane. He might there meet a large number of members of the legal profession, barristers and solicitors, students and clerks, who desire to be furnished with particular articles of food and drink and cannot obtain them. These truly pitiable cases of distress have arisen out of the closing at the end of last year of a well-known and much-frequented establishment called Button's Coffee-house. The customers of Mrs. Button have been thrown, by her lamented retirement, upon the streets at a time when those streets were particularly dirty and disagreeable. It is worthy of the notice of the Alliance that there are in the neighbourhood of Chancery-lane not many coffee-houses, unless they be of that class which appear to be so called, because coffee is the article for which they have the least demand; and one of the largest and best of those that were is now no longer. The unfortunate class of persons for whom we are bespeaking the sympathies of the Alliance were not, as we must own, in the technical sense, "abstainers," but they took tea or coffee in the middle of the day instead of beer or wine, from preference, or because they could do their own or their employers' work better on it. Tastes and constitutions are very various, and there are doubtless persons who find that for keeping awake on a drowsy afternoon in the slumberous atmosphere of the Court of Chancery there is nothing like taking for luncheon a beef steak and a pint of stout. There are doubtless other persons who prefer a cup of coffee and a roll; and these are the persons on whose behalf we invoke the aid of the Alliance. It is a melancholy spectacle to see some youthful lawyer drinking water at a place where everbody else is drinking beer; for water, as we know from high authority, is neither meat nor drink; and, besides, the example of a room full of beer-drinkers may possibly prove pernicious. It would be sad to read in future publications of the Alliance a collection of cases where the first step in the downward path which leads to the ruin of health and fortune would be traced to the closing of Button's coffee-house in Chancery-lane. As a little practice is better than a great deal of preaching, we would submit to the Alliance that it should exert itself to promote the opening in populous places of establishments similar to that of which we now lament the loss. A large and airy room, well supplied with newspapers and periodicals, as well as with tea and coffee worthy of the name, would be sure to be filled with customers who otherwise would become supporters of what the Alliance denounces as an unholy traffic. It is not, indeed, to be assumed that the customers of Mrs. Button were what the Alliance would call "abstainers;" but they went there because they could get the kind of refreshment which agreed with them. There was, indeed, one drawback to the comfort of the frequenters of this coffee-house, viz., the extreme difficulty of obtaining any attention from the young ladies who condescended to spend their days in it. To call these young ladies "waiters" would be absurd, for the waiting was done exclusively by the gentlemen who wanted tea or coffee. It was idle to expect to obtain these refreshments upon a simple request, and to enter upon a regular flirtation with the object of putting at the end of it the question "may I have a cup of coffee," was an undertaking for which some frequenters of the house had not the time, and others, perhaps, had not the talent. But, nevertheless, the closing of this coffee-house has been felt as a serious inconvenience, for if existing establishments are in other respects equally deserving of patronage they cannot supply the space that has been lost at Button's. It was at one time stated that the house had been taken by a law publisher, and it was obvious to remark that lawyers might possibly do without law books but certainly not without luncheon. But it now appears that a bank is to be opened on the site where once stood Button's. If the neighbourhood of Chancery-lane is too valuable to be occupied by convenient coffee-houses, the inhabitants and frequenters of that district must put up with coffee-houses which are not convenient or with none at all. But the want of such establishments is surely a serious evil, for habits of temperance are not likely to be formed in utter dearth of opportunity. The heads of the profession are not affected by such an event as the closing of a coffee-house, which, nevertheless, may be to their younger brethren an inconvenience and almost a misfortune. It is to be hoped that, in preparing the plan for the new courts and offices, provision will be made for convenient refreshment rooms. In the neighbourhood of assize courts there is usually nothing of the kind except public-houses, and the effect of the refreshment obtained in them is occasionally exhibited in the failure of a prosecution through the incapacity of witnesses to give any intelligible account of the circumstances of the alleged offence. The administration of justice in the provinces is usually accompanied by an amount of eating and drinking and serious jollity which is quite wonderful.

THE "YELVERTON" CASES are bidding fair to become a standing nuisance. Baffled in the courts, the lady whose name has acquired so unenviable a notoriety, has, after a fashion peculiar to herself, transferred the warfare to the press; and accordingly we find, from time to time, in the *Caledonian Mercury*, the *Scotsman*, and other journals which seem still to believe in her, most wonderful announcements respecting her affairs. Some of these we have already commented upon as they appeared. The most remarkable of them all, however, is an account of a proceeding gravely described by the *Caledonian Mercury*, as "overturning" the judgment for the defendants in the late action against the *Saturday Review*, "at which," says the *Mercury*, "the British public were so much shocked." It appears that six of the jurors who concurred in the verdict have made solemn declarations in the presence of magistrates and justices of the peace, in their respective localities, that they gave their verdict under an erroneous impression of the law of the case, and that, since they read the judgment of Lord Jerviswoode in the public papers—a judgment which some of them say they did not hear at all when delivered, and others aver they heard only very indistinctly—they have felt convinced that they did the pursuer injustice, and that they would now give a verdict in her favour, and they ask for a new trial on the ground that, without it, injury would continue to be wrongfully inflicted, and that they themselves would suffer under the conviction that, in ignorance or misapprehension, they had done her that injury.

It will be remembered that it is not suggested that Lord Jerviswoode's charge was, in any respect, erroneous, nor that the jury were under any misapprehension as to the facts, but that they did not distinctly understand the exact effect of part of the charge as delivered. And it is said that some of the jury were anxious to ask his Lordship to repeat the part in question, but that others "persuaded them that it would look very foolish to go back into court," and they accordingly desisted.

How far jurors are justified in giving evidence respecting "the secrets of their prison-house" is a moot point on which we do not propose to enter, but that they should of their own mere motion proceed to stultify themselves in this way, is, we venture to assert, without a parallel in the legal history of this Island. Of course the idea of granting a new trial at the instance of the jury is too absurd to require comment, and we are not disposed to think that the facts stated, if altogether accurate, afford any ground for a new trial, should Miss Longworth apply for one. The only known ground for such a motion, which would apply to the case, is "that the verdict was against the weight of evidence," and in England, at least, that requires that the judge should be dissatisfied with the verdict, which is not, we believe, the case here.

THE NEWS FROM JAMAICA this week is of a most interesting character. On the one hand we have a long and circumstantial letter from a gentleman who signs himself "Custos Rotulorum at Kingston," denying most explicitly the charge of "woman-flogging," at least so far as the Governor is concerned, and containing much other useful information, not *all* exculpatory, concerning the condition of the island previous to, and since, the "rebellion;" on the other hand we have the long promised "evidence against Gordon," which, though it came at first from a somewhat suspicious source, has been reproduced in the *Times* (and substantially also in the *Standard*), and may therefore be presumed to be genuine. Even yet, however, we wait for some sign from the Colonial Office, but as this evidence was published in the *Daily News* so long ago as Wednesday last, and Mr. Secretary Cardwell has not spoken, we suppose that the public are, indeed, in possession of *all* the evidence. *If* that be so, there is not an unprejudiced lawyer in this kingdom who will not be ready to admit that Gordon's execution was a *moral* as well as a *legal* murder. Since the trial of William, Lord Russell, the History of England does not tell of a British subject more foully "done to death" without evidence by a British Court.

The circumstances, moreover, of that time and the present are singularly alike in other ways; the same insane and (as was ultimately proved in the one case, and seems likely to be proved in the other) groundless terror pervading the dominant classes, the same violent resolutions of the Legislature, the same hasty and severe proceedings of the Government, and (as it now appears) the same foul stain of murder by the mockery of a court, which treated evidence amounting at most to political turbulence as proof of treason. In this respect the English Court was less blameable than the Colonial, as they had the oath of a witness, though known to be unworthy of credit, to the prisoner's complicity in the imaginary plot for the king's assassination; whereas, if all the inadmissible, affidavit, hearsay evidence adduced against Gordon (assuming that the whole has been published) was to be taken as undoubtedly true, nothing is deposed to which would justify a conviction even for sedition, and that is not, that ever we have heard, a capital crime by English law.

We have hitherto refrained from giving any opinion on the merits of this case, and we are far now from treating Mr. Gordon as the "noble minded martyr" which he is considered to be by a large body of the public; but on the assumption that we are in possession of the whole of the evidence on which he was condemned, it would be the merest paltering with truth to hesitate in pronouncing him "not guilty" of any criminal, not to say capital, offence. In the interests of the Governor himself and of the officers who composed this wonderful court-martial, it is expedient that they should have the earliest possible opportunity of explaining their extraordinary notions of the nature and effect of evidence before a jury of the district attached to the Central Criminal Court.

YESTERDAY (Friday) afternoon, in *Smith* v. *Owen*, Mr. Rolt informed Vice-Chancellor Wood of some observations which had fallen from the Lord Chancellor on the day preceding in *Yates* v. *Jack*, in which his Lordship has reserved judgment. His Honour said he should be glad of any assistance, and invited Mr. Rolt to state his recollection of what Lord Cranworth had said, with which requisition the learned counsel accordingly complied.

This shows the value of rapid reporting even of small or "unreportable" cases.

ON WEDNESDAY, February 7, the Benchers of the Inner Temple will meet in their parliament chamber to elect a new Reader in Common Law in the room of Mr. Broom, who has held the office since its first creation.

MR. ADAMS, of the Midland Circuit, has been appointed Recorder of Birmingham, *vice* Mr. Davenport Hill, whose intended resignation has been already mentioned.

EDWARD LEIGH PEMBERTON, Esq., of Lincoln's-inn and the Equity Bar, has, it is said, been nominated standing counsel to the Board of Inland Revenue, in succession to W. H. Melville, Esq., who has been appointed Solicitor to the Department of Stamps and Taxes. Mr. Pemberton was called to the bar in 1847.

THE COURT OF QUEEN'S BENCH IN IRELAND has, during the present term, been constituted only of the aged Chief Justice and Mr. Justice O'Brien; Mr. Justice Fitzgerald being one of the judges of the Special Commission, and the fourth judge being seriously indisposed. It will be remembered that the judgment of Mr. Justice Hayes, dissenting from his learned brothers in a case of *Parkinson* v. *Brophy*, 15 Ir. Com. Law Rep. 346, lately formed the subject of commendation by Chief Justice Erle and the Court of Common Pleas at Westminster in a case of *Jones* v. *Jones*, 14 W. R. 204. His Lordship's illness is

of so serious a nature that it is not probable he will be able to go circuit; and as the Solicitor-General (Mr. Sullivan) and Serjeants Armstrong and Sir Colman O'Loghlen are members of Parliament, and the infirmities of the first serjeant, Sir John Howley, make it impossible that he could undertake the duty, it is conjectured that the office of judge of assize will be entrusted to the Queen's Advocate, Mr. John Thomas Ball, LL.D., Q.C.

SOLICITORS' BENEVOLENT ASSOCIATION.—The Lord Chief Justice of England has consented to preside this year at the annual dinner of the above association.

HILL *v.* FINNEY.

The case of *Hill* v. *Finney* has, despite the law's delay, at length drawn to a close, with what result our readers will have seen either in our columns last week* or elsewhere. The facts disclosed in it are instructing if not interesting, and may be used to point a moral, thought it is not equally clear that they would adorn a tale. The case, while involving matters of very great importance to the public at large, also raises a question which must be especially interesting to the readers of this journal, and we will, therefore, take the opportunity of offering a few comments, both on its general character, and in reference to that portion of it which concerns the responsibility of a solicitor in conducting his client's case.

Unfortunately for the interests of brevity, we cannot say, in the language of Westminster Hall, that the case lies in a nutshell; for, to use the words of the Chief Justice in his charge to the jury, "the issues are complicated, the facts numerous, and the evidence conflicting." We will endeavour, however, to divest it of some of the pompous prolixity of special pleading, as well as of the elaborate diffuseness of opening statements, and state briefly the grounds of complaint and the answers which the defendant has made to them. These will reveal as much of the narrative as will suffice for our purpose.

The plaintiff alleged that a suit for judicial separation having been instituted against him by his wife, to which he had a good defence, he had lost the opportunity of making that defence through the fault of the defendant, who had been his attorney in that suit, by reason of his bad and ignorant advice, namely, that if he would consent in writing to a decree for judicial separation, it could be obtained on evidence of the minor charges without evidence being given which would affect his character as an officer and a gentleman, and upon the strength of that advice he gave the consent and withdrew from the case; that, however, the Judge Ordinary would not make the decree without evidence on the more serious charge, which was accordingly adduced, he and his witnesses being absent and therefore unable to repel the charge; that the verdict passed against him as though he acknowleged the truth of the charges, and that thus his character had been disgraced and his honour tarnished; that his superior and brother officers treated him with indignity and refused him their society; that he was threatened with suspension, and that thus his career, begun with honour, was in danger of coming to an ignominious termination. To this the defendant answered that he did not give the advice alleged, but that he told the plaintiff that it was possible to submit to a decree of separation without any evidence being gone into which would be derogatory to his honour, but that at the same time he said, if that could not be done, either the respondent (the present plaintiff) must not go into the witness box, or he, the defendant, would withdraw from the case; as he would not go into court with a case founded on fraud and falsehood (the evidence which plaintiff proposed to give being in his opinion untrue); but that nevertheless the plaintiff gave the written consent. The defendant also said that the plaintiff had no defence to the suit for judicial separation, and that therefore he could have suffered no loss from the case not having been carried on to the end.

The professional reader will at once see the issues that arise out of these conflicting allegations.

1st. Had the plaintiff a good defence to the suit; 2ndly, if he had, had he lost the opportunity of putting it before the Court by the fault of the defendant? The first of these issues resolved itself into two questions, viz., 1st. Did the plaintiff, before the suit for separation, commit the cruelty to his wife, alleged in her petition? 2ndly. Had she commited adultery as alleged in the recriminatory charge of the answer? The evidence on these issues was most conflicting, and, fortunately, it is no part of our business to follow it and discuss its probable truth or untruth in this or that instance. The jury have found that the plaintiff had a good defence, not on the recriminatory charge of adultery against Mrs. Hill, but on her charge of cruelty against him. In other words they have found that she was not guilty of adultery with Mr. Wood, and that the plaintiff neither communicated to her the disease alleged, nor inflicted any other species of legal cruelty on her. On the issue as to the defendant's negligence, they found that the plaintiff did not lose the benefit of his defence by the defendant's negligence, but yet were proceeding to say something about damages, when they were stopped by the Chief Justice and told that they had found for the defendant, and could not therefore entertain the question of damages. They were, however, permitted to retire to re-consider their verdict, and at length returned into court with a verdict for the plaintiff on the second, that is, the same, issue, and damages ONE FARTHING! With regard to their finding on the first issue, no one, we believe, will be disposed to quarrel with it, though we must remark that the unexplained and suspicious absence of Mr. Wood during the two trials makes us feel disposed to compare their finding on the counter charge of adultery to the Scotch verdict of "not proven." With regard to the finding on the second count, it is, to our mind, most unsatisfactory. The Chief Justice, in his lucid and vigorous charge, remarked that the case was more suited to the atmosphere of the Divorce Court than that of Guildhall. The jury seem to have been determined to confirm the truth of the observation, for they have shown that it was at least eminently unfitted to the atmosphere of a Guildhall special jury-box, and that in another sense than what he intended it. The idea of acquitting the defendant of negligence and then going on to talk about damages! It almost reminds one of the verdict by which the twelve good men and true acquitted the prisoner and told her she must not do it again. The facts, indeed, are not analogous, but the absurdity and contradiction are the same. But the manner of mending the blunder is even worse than the blunder itself:—"We find that the defendant, by his negligence, has prevented the plaintiff from having the benefit of his defence, and we give the plaintiff ONE FARTHING damages!" This is the value which a Guildhall special jury has put on the ruined prospects and blighted career of an officer who had distinguished himself in his profession. We do not take upon us to say that they have been the result of the negligent conduct of the defendant; those infallible special jurors, however, have thought so, if we can believe their own words, and ONE FARTHING is the amount they impose on him as the penalty. It is obvious, as the Chief Justice has said, that this verdict is the result of one of those absurd compromises which occasionally tempt us to think that trial by jury is not, after all, the great national boon we have been taught to believe it in our constitutional histories. We imagine the parties concerned will feel as little obliged for this amphibious verdict as the general public, who desire not to see serious and expensive inquiries of this kind reduced to a farce. For though Mr. Finney has not been mulcted in damages, yet he cannot be quite at ease with regard

* 10 Sol. Jour. 261.

to the result; while the plaintiff, though acquitted by them of charges which have hitherto involved him in serious consequences, yet will not be satisfied at the price they have put on his injured fame and his long period of suffering and disgrace.

Let us now, for ourselves, take a glance at the merits of the dispute as to the defendant's negligence. It involves a question which must have some interest for the readers of this Journal—namely, the legal, and, as incident thereto, the moral responsibility of a solicitor or attorney in conducting his client's case. We distinguish between between *legal* and *moral*, because we believe it is possible that an attorney may escape damages, and yet his conduct be such as to put him outside the pale of professional respectability, while the converse is, in our opinion, also true. Supposing, then, that the plaintiff in the separation suit had a good defence, and we neither incline to nor differ from the finding of the jury on this issue, did he or did he not lose the benefit of that defence through the fault of the defendant? It is well to remember that Mr. Coleridge, speaking for the plaintiff, repudiated the idea of charging the defendant with the least *mala fides* in reference to the separation suit. We take it for granted, therefore, that when Mr. Finney advised the consent, he did so with a sincere desire to do the best for his client.

This being so, if we are to believe his account of what passed with reference to the consent, there will not be the least hesitation in saying that the course taken by him was blameless so far as professional honour is concerned. It is, however, altogether another question whether, in taking this course, he satisfied his strict legal duty as an attorney. With regard to his advising that a decree could be had in the manner described, we can scarcely call it such an error as an attorney could be legally excused for, as he is bound to know the ordinary practice of the court in which he acts. But we must remember that Mr. Finney denies having pledged himself to this opinion, for he said, "*If it could not be done*," &c. Under these circumstances, and supposing his version to be true, if guilty of any fault at all, it was most trifling. But, supposing that in this he was inaccurate, and that he fenced in his opinion by no such conditions, it of course would considerably alter matters, though, even in that case, no one could say that the defendant was guilty of anything more than a deficiency in the proper knowledge of his profession. However, we think few will hesitate whether to adopt or repudiate the account which he has given, for it was what would very naturally occur under the circumstances; and, moreover, it is sustained by his own sworn evidence, which was most consistent throughout. Indeed, Mr. Coleridge seemed to recognise the truth of his story when he said that the question would depend, not on the fact of the defendant having those impressions of the rottenness of the case, and communicating to the plaintiff his unwillingness to go on, but on the grounds of these impressions. Taking it for granted then, with the learned counsel, that the defendant has truly represented what passed with reference to the consent, let us address ourselves to the question as to the grounds of the defendant's convictions, and his action on these convictions. Mr. Hill had stated his intention of going into the witness-box to swear that he never communicated disease to his wife, and that he was not the father of her child. His reasons for doubting the truth of such statements were the evidence of the medical witnesses and others, the expressions made use of in his and Mrs. Hill's letters, and his conduct and demeanour after the birth of the child. Without going further into the grounds of the defendant's belief, we may say, at least, that there was strong reason to suspect the truth of what the plaintiff was about to state. We must not forget also that the divorce suit, which had come on shortly before, had damaged the plaintiff's character, and the defendant would naturally think his case, bad as it already was in his opinion, would even seem worse than it was to the then prejudiced eyes of the public. These were certainly sufficient grounds for dispairing of success, or even honourable defeat. We have not the least doubt that if Mr. Hill had persisted in his intention of going into the witness-box, Mr. Finney would have been as good as his word and withdrawn from the case. We must say, however, that such a course would not meet with our approval. It may have been a course such as a man of honour and spirit might take, but it was not necessarily the only one; and if there was another course which would leave honour intact, and yet be safer to the interests involved, this course would have been the better. If Mr. Finney, while strongly disapproving of his client going into the witness-box, yet assented to his doing so, but warning him of the consequences, neither Mr. Hill nor anyone else could have censured him for whatever result may have followed, or have implicated him in the shame of his client's perjury, if it should turn out to be such. Surely it is not quite proper for an attorney to take on himself the office of judge of his client, for though he may have good reason to suspect, yet he may be mistaken, and the very essence of professional confidence is, that the attorney (and the same remark applies to counsel) shall not act to his client's prejudice in respect of any knowledge thus acquired.

We have made these observations, not with reference to Mr. Finney's course of conduct particularly, though suggested by it; we have made them from a knowledge of what embarrassment such a course at the last moment causes to the unhappy client, especially in cases in which, like the separation suit in question, it requires a considerable time for a person to become fully acquainted with all the facts. The relation of solicitor and client is one of the highest fiduciary character, and we know of no case short of obvious fraud, dishonesty, or perjury, which would justify, much less necessitate, a violent and abrupt termination of that relation, particularly at a moment when the result of it would probably be most disastrous.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

PRIVY COUNCIL.

Dec. 1.

MAHARANEE INDERJEET KOOAR, *Appellant*, *v.* MUSSUMATS ISMUDH KOOAR and SOONNEET KOONWUR, *Respondents*.

Present—LORD CHELMSFORD, LORD JUSTICE KNIGHT-BRUCE, LORD JUSTICE TURNER, Sir JAMES W. COLVILE, Sir EDWARD VAUGHAN WILLIAMS, and Sir LAWRENCE PEEL.

This was an appeal from four decrees of the Sudder Court of Calcutta, reversing four decrees of the principal Sudder Ameen of Zillah Behar in favour of Maharajah Heetnarain Singh, whose widow and heiress was the appellant. The respondents were the widows and heiresses of the late Modenarain Singh, who was the brother of Heetnarain Singh, and the plaintiff in one and defendant in three of the suits in which the decrees now under appeal were made.

The four suits involved the same question, which was as follows:—

"Whether Heetnarain Singh and Modenarain Singh were entitled to the annual sum of 17,212 rupees 9 annas 5 pice, in the proportions of nine-sixteenths and seven-sixteenths respectively, in accordance with the contention of Heetnarain Singh, or in the proportions of the amounts of sudder jumma payable by them respectively on account of the nineteen mehals in the pleadings mentioned in accordance with the contentions of Modenarain Singh." The two brothers were sons of the Maharajah Mitterjeet Singh, who died on the 3rd October, 1840. During the lifetime of the Maharajah an agreement was entered

into for a division of the property between his two sons after his death. The particulars of this agreement are stated in a former suit between the brothers, which was brought by appeal before their lordships, and is reported in 7 Moore, 312, to this effect: "Family dissensions having arisen during the lifetime of Mitterjeet Singh, certain proceedings were instituted, and on an appeal to the Sudder Dewanny Adawlut in a suit in which Mitterjeet Singh and the appellant and respondent were parties, a compromise was entered into, and a razinamah and ikrahnamah, dated the 7th February, 1824, was filed by Mitterjeet Singh, which instrument was to the effect that the real and personal estates held by him after his death were divided between the appellant and the respondent; the former was to take a 9 annas share and the latter a 7 annas share. Partition deeds of the same tenour were also filed, and on the 4th March, 1824, the Sudder Court decreed that the parties should act up to the terms entered into by them in the above-mentioned instruments."

The Maharajah Mitterjeet was entitled to a tax levied upon pilgrims resorting to the Temple at Gya. This tax was abolished by the Government in the month of January, 1840, and a compensation was awarded to the Maharajah in lieu of it in the shape of a perpetual annual payment of 17,212 rupees 9 annas 5 pice. It was this payment that was in question in the four suits. The circumstances and various facts connected with these suits were very complicated and went back as far as the year 1824.

Rolt, Q.C., and *Melvill*, appeared for the appellants.

The respondents did not appear.

Their Lordships held that the view of the case taken by the Sudder Court could not be adopted, but that the 17,212 rupees was divisible between the brothers in the proportion of nine-sixteenths and seven-sixteenths, and that, in whatever mode the Government might think proper to deal with this sum with reference to the jumma, the rights of the parties could not be affected without their consent, but would continue to be adjusted according to the proportions originally established; and that the decrees of the Sudder Court in all the four suits were to be reversed, and the decrees of the Sudder Ameen to be affirmed with costs.

Decrees of the Sudder Court reversed with costs of the Court below and of the appeal.

Solicitors for the appellant, *Messrs. Hendersons.*

Solicitor for the respondents, *L. T. Wilson.*

MUSSUMUT CHUNDRABULLEE DEBIA, *Appellant*, v. LUCKHEE DEBIA CHOWDRAIN, *Respondent.*

Present—LORD JUSTICE KNIGHT BRUCE, LORD JUSTICE TURNER, Sir JOHN T. COLERIDGE, Sir LAWRENCE PEEL, and Sir JAMES W. COLVILE.

This was an appeal from a decree of the Sudder Dewanny Adawlut of Bengal, affirming a decree of the Principal Sudder Ameen of the Civil Court of Mymensing, which last had reversed a decree of the Sudder Ameen of the last named Court in favour of the appellant. The respondent did not appear, and this appeal was heard *ex parte*.

The original suit was brought by the respondent to recover arrears of rent for six years and nine months preceding its commencement, and the following were the facts of the case:—The appellant and those under whom she claims had been in peaceable and undisturbed possession of the property for more than sixty years; property was in the town of Nusseerabad, and within and parcel of a four annas share of the Zemindaree of Pergunnah Allapsing, of which the respondent, as mother and guardian of her son, a minor, is the proprietor in possession. The appellant claims under a grant from the ancestor of the respondent, which purports to have been made for the setting up an idol; and concludes thus—"Having set up the said idol in the said house, you will enjoy the same without paying rent through sons and grandsons. For this purpose I have given you this Bromuttur Pottro." The date of this instrument corresponded with the 10th February, A. D. 1796. The idol remained, and its worship had been continued uninterruptedly from that time. The respondent's plaint, which was not filed until the 15th April, 1857, was preceded by no demand of rent nor any suit for the assessment of it; but the rent sued for is stated to be "in accordance with the rate of rent obtaining in lodging-houses at this place of Nusseerabad," this rate being fixed by the Bengal Regulation XIX of 1793, section 10, on which indeed the respondent's case entirely depended. It was the case of the plaintiff in the court below, that by reason of the character of the grant, and the operation of the Regulation of 1793, applicable to such cases, her ancestor might have determined the possession in the first year of its existence, or claimed rent, the grant being made null and void by that Regulation.

The appellant contended that as she, and those through whom she claimed, had had peaceable possession of the property in question for sixty years, the respondent's suit should be dismissed.

Sir R. Palmer, A.G., and *Leith*, appeared for the appellant.

Rolt, Q.C., appeared for the respondent.

Judgment.—It seems clear that if the original grant has not been annulled by any regulation, or if the possession has become unimpeachable by reason of the lapse of time, either of the twelve years or of the sixty years prescribed by the Bengal Regulations, or if at all events it was, under the circumstances, necessary that this action should have been preceded by a suit for assessment of the rent, or a demand of rent ascertained in some way or other, the original suit could not be maintained, and the two later decrees must be reversed. They were impeached for the appellant on all these grounds. Their Lordships, however, do not find it necessary in this case to give any opinion upon the first or third of these points, or upon the question whether, under the circumstances of this case, the twelve years limitation prescribed by the Regulations ought to be held applicable to it, but they are of opinion that the appellant was entitled to have the suit dismissed upon the ground of there having been peaceable possession by her and by those under whom she claims for sixty years before the suit was commenced, and of the suit being therefore barred by the early part of the 3rd Article of the Bengal Regulation II of 1805. The original judgment of the Sudder Ameen, dismissing this suit, was therefore affirmed, and the two later judgments reversed, and the costs of all the procedings below, with those of this appeal, ordered to be paid by the respondent.

Judgment of the Court below affirmed. Costs of all proceedings below, and of the appeal, to be paid by the respondent.

Solicitor for the appellant, *T. L. Wilson.*

Dec. 15.

PRANKISHEN PAUL CHOWDRY *v.* MOTHOORAMOHUN PAUL CHOWDRY.

Present—LORD CHELMSFORD, Sir JAMES W. COLVILE, Sir EDWARD VAUGHAN WILLIAMS, and Sir LAWRENCE PEEL.

This case turned almost entirely upon the construction to be given to a certain deed. That deed not only defined the rights and obligations of the parties, but it contained a narrative of the facts of the case, being a statement in which both parties joined at a time when there was apparently no difference between them. It appeared from the deed that this was a joint Hindoo family, consisting of the appellant and the respondent, and a younger brother of the half blood, who was a minor, and who since died. They were, in all respects, a joint and undivided family. In the year 1254 (A.D. 1846) there were disputes between the adult brothers, and they separated, but there was no regular partition of the estate. The effect of the separation was that the lands remained undivided, but each brother, being no longer a member of a joint Hindoo family, took his share of the rents. It appeared that the younger brother had

then a large claim against the elder brother, who had been the manager of the estate, in respect of the rents and profits received previous to the partition. That is stated distinctly in the judgment of the Sudder Court, where the judges say—"We find that the plaintiff's pleader admits that up to 1253 his client, as elder brother, made all the collections, and held all the joint funds of the family. That although a separation took place in 1253, and the plaintiff was bound to give a full and honest account of his management, no such accounts were ever rendered for the satisfaction of the brother defendant." The separation of the two brothers continued for little more than eleven months; they then agreed to come together again, and this deed was executed. The deed stated that, during that period, the elder brother had entered into a treaty for the purchase of the putnee talooks, the price of which was the subject of the present contention; and further, that the youngest brother having died, and his mother having taken his share by inheritance, Prankishen Paul Chowdry had purchased that share from her, subject to an annual payment of 1,200 rupees. On the re-union of the two brothers, which of itself remitted them to their former status as members of a joint Hindoo family, it was expressly agreed that those acquisitions which the elder brother had made whilst the separation continued, should all go into the joint fund, and the deed provides the terms upon which that should be done.

Rolt, Q.C., and *Leith*, appeared for the appellants.

Sir R. Palmer, A.G., and *Melville*, for the respondents, were not called upon.

The COURT held that, under the circumstances, no ground had been shown for disturbing the decisions below, and, without calling on the respondent's counsel, they dismissed the appeal with costs.

Appeal dismissed with costs.

Solicitors for the appellants, *Wilson, Bristows, & Carpmael.*

Solicitors for the respondents, *Chilton & Co.*

Dec. 16.

SHAH MUKHUM LALL AND OTHERS *v.* NAWAB IMTIAZOOD DOWLAH AND ANOTHER.—*Limitation of action —Admission.*

Present—LORD CHELMSFORD, Sir JAMES W. COLVILE, Sir EDWARD VAUGHAN WILLIAMS, and Sir LAWRENCE PEEL.

This was an appeal from the Court of the Judicial Commissioner of the Province of Oude. The Court below decided against the petitioner's claim.

The suit was instituted by the appellant, carrying on business as a merchant at Lucknow, to recover a balance of 11,278 rupees 3 annas, principal moneys and interest, alleged to be due from the first-named respondent on account of advances made to him for the maintenance of his family through his agent, the other respondent, Hajee Ali.

The plaint was filed on the 13th January, 1862, and the last advance was in 1858, consequently more than three years before the commencement of the suit.

Issues were settled by the judge, the first of them being "limitation," and the case was ultimately decided upon the question whether the plaintiff had given sufficient evidence of an admission of the debt by the respondent to prevent the application of the period of limitation to his claim. In order to prove such an admission the plaintiff produced three letters, and the real question in dispute was whether these letters contained such an admission of the plaintiff's claim as to entitle the plaintiff to recover in this suit.

Sir R. Palmer, A.G., and *Leith*, appeared for the appellant.

Rolt, Q.C., for the respondent.

The COURT held that the question upon the appeal was not governed by the new law of limitation in the Act XIV. of 1859, but came within the exception contained in the last section of that Act. They referred to the case of *Saligram and Another* v. *Mirya Ayim Ali Beg*, decided 2nd of November, 1864, in which it appeared that since the annexation of the province, various rules of limitation had prevailed. That in 1857 suits in the nature of the present one were subject to a limitation of six years, and to the general provisions of the Punjab code. That in March, 1859, these rules had been modified by a circular order, No. 51, which had afterwards been repealed by a circular order, No. 104, dated the 4th of July, 1860. In that suit their lordships held that the case before them was to be governed by such last-mentioned order, and upon the authority of that decision the Court now held that this case must fall within the 10th rule then promulgated under that order.

Solicitor for the appellants, *Wilson.*

Solicitors for the respondents, *Wrentmore & Son.*

LORDS JUSTICES.

Jan. 18.

ROBINSON *v.* CLARKE.—*Trustee and* cestui que trust—*Confidential relation—Solicitor—Medical man.*

This suit was instituted by a *cestui que trust*, to compel the trustees, Mr. Evans, a solicitor, and Dr. Clarke, a physician, to account for a sum of £1,293, which had been paid to them in respect of the compromise of a suit relating to the trust estate. The bill alleged that Evans had retained a sum of £493 out of the sum so received, as due to him for professional services, but without stating any account of the money alleged to be due to him; and that Clarke, in like manner had retained, without any account, a sum of £500 for his services to the plaintiff as a medical man. The defendants urged that they had paid over to the plaintiff the trust moneys received by them, and that being indebted to Evans as her solicitor, and to Clark as her medical man, and also for money advanced, she had voluntarily paid to them in discharge of these debts the sums alleged by the bill to have been received by them. They also resisted the plaintiff's claim on the ground of lapse of time, and of the multifariousness of the relief as prayed by the bill

The Master of the Rolls having directed an account of what was due by the defendants, they presented separate petitions of appeal from this order, which now came on together.

Baggallay, Q.C., and *Rowcliffe*, for the plaintiff.

Selwyn, Q.C., and *Haddan*, for the defendant Clarke.

Southgate, Q.C., and *Whitehouse*, for the defendant Evans.

TURNER, L.J., after remarking on the amount of evidence heaped up in this trumpery case, said that it was established that the two defendants—Clarke standing to the plaintiff in the confidential relation of medical man, and Evans in the still more confidential relation of solicitor—had received, though trustees, a portion of the trust money on their own behalf, without rendering to the plaintiff any account of the sums alleged to be due from her to them. The lapse of time would be considered as no bar where a confidential relation of this nature was shown to exist.

KNIGHT BRUCE, L.J., concurred.

MASTER OF THE ROLLS.

Jan. 19.

GREEN *v.* GREEN.

This was a suit for the winding-up, and taking the accounts of, a partnership business which, up to 1858, had been carried on by three brothers with equal interests in the co-partnership. One of the brothers retired from the business in April, 1858, and, as far as regarded him, the partnership was then dissolved and the business continued by the two other brothers; of these one, Robert A. Green, died in June, 1858, and the other, John A. Green, died in June, 1859. The plaintiff was one of the executors of John A. Green, who had, with his co-executor, one of the defendants, continued to carry on the business since the death of John A. Green. The only question was with regard to the costs.

Hobhouse, Q.C., and *Rogers*, for the plaintiff.

Southgate, Q.C., and *Peck*, for the defendants, cited *Jones* v. *Welch*, 1 K. & J. 765; and *Hawkins* v. *Parsons*, 10 W. R. 337.

J. Pearson for an infant entitled under one of the deceased partners.

LORD ROMILLY, M.R., said, where two partners quarrelled and one came for a dissolution of partnership, the rule was for no costs to be given up to and including the hearing; but where the partnership was terminated by the death, lunacy, or bankruptcy of one of the partners, unless there was gross misconduct, which would take it out of the rule, the practice was to give the costs up to and including the hearing, out of the partnership estate; and he should do so here, including the costs of taking the accounts.

WARREN *v.* WATSON.

The question in this suit was with regard to a legacy.

Baggallay, Q.C., Terrell, and *Wickens*, appeared in the case.

PERCY *v.* PERCY.

The only question in this, a common administration suit, was regarding the payment of the arrears of an annuity given by the testator in the cause. The annuitant was dead; but, at the time of her death, there were arrears of her annuity due to her. No income had been put aside to meet the annuity, and the question was whether the arrears should be paid out of *corpus*.

De Gex, Q.C., and *Stallard*, appeared in the case.

His LORDSHIP thought that the arrears must come out of the *corpus*.

Jan. 22.

BAKER *v.* NEWMAN.

This suit had regard to the construction of the will of a Mr. Stanley. The plaintiffs were the next of kin of the testator and devisees under his will; the defendants were his executors.

Karslake, Bagshawe, and *Ince*, were counsel in the case.

His LORDSHIP thought that the will disposed of the testator's residuary estate, and directed certain inquiries.

HAWKINS *v.* STANFIELD.

This was a foreclosure suit. A sale was directed.

Jessel, Q.C., and *Karslake*, appeared in the case.

ENGLAND *v.* LORD TREDEGAR.

The object of this suit, in which the plaintiffs were trustees of a marriage settlement, was to recover a sum of £26,000 due upon a lost policy of life insurance, which had been made under the terms of the settlement. The only question was whether payment of the money into court would be a sufficient indemnity to the persons paying it.

Selwyn, Q.C., and *Druce*, for the plaintiffs, cited *Crokatt* v. *Ford*, 25 L. J. 552.

Southgate, Q.C., and *Dickenson*, for the defendants, cited *Bushman* v. *Morgan*, 5 Sim. 635.

His LORDSHIP said that the order of the Court for payment in was a sufficient indemnity, and after payment under such an order the Court would not allow any one to proceed against the persons who had paid in the money.

Jan. 22 & 23.

RICHARDSON *v.* LANCASTER AND CARLISLE RAILWAY COMPANY.

This was a suit by two out of three tenants in common in fee of lands taken by the railway company, for the specific performance of the agreement for the purchase of the said lands by the company. The necessity for the suit arose out of an error by common mistake in the description of the lands in the agreement, the land being there described as parts of three fields, whereas the lands actually taken were parts of seven fields. The railway had been for several years in the possession of the land. The suit stood over from November last, with liberty to amend the bill for the purpose of introducing such variations as would make the relief prayed accord with the intention of the original contract. The third co-tenant did not appear. A decree for the relief prayed was made by arrangement between the parties; the only question was as to the costs.

Baggallay, Q.C., and *Colt*, for the plaintiff.

Southgate, Q.C., and *Speed*, for the company.

LORD ROMILLY, M.R., said the whole thing was erroneous. There would be no costs given on either side.

VICE-CHANCELLOR KINDERSLEY.

Jan. 18.

VICKERY *v.* ATKINSON.

This was a motion for an injunction and receiver. The bill was filed by the assignee of a bankrupt against the executors of the mortgagee, who had brought an action of ejectment on their mortgage security, the ground of the bill being that there had been a collusive arrangement between the mortgagor and mortgagee, and that therefore the mortgage had been improperly obtained, and the examination of the bankrupt in bankruptcy was set out in the bill, so far as it was necessary to the plaintiff's case. The mortgage related to a house, No. 37, Great Marylebone-street, held under the Duke of Portland.

Glasse, Q.C., and *Everitt*, appeared for the plaintiff.

Baily, Q.C., and *Springall Thompson*, for the defendant.

After some discussion the following order was made:—Without prejudice to any question as to the validity of the mortgage, appoint the mortgagees executor's receivers, without salary or security; they not to take possession for three months. Costs to be costs in the cause.

Jan. 19.

WOODS *v.* AXTON.

Robinson made two motions by certain mortgagees in the suit to take an examination *pro interesse suo*, and be let into possession; the receiver in the cause being in possession at present. The matter was to have been mentioned on 22nd December, but it was arranged that the receiver should continue and take the rents to be dealt with as the Court should direct. The right of the mortgagees was not disputed, but they were ousted by the receiver. It was now only a question of costs, whether the plaintiff ought not to pay them, the mortgagees being, of course, entitled to theirs. The plaintiffs, who were assignees in bankruptcy, knew of the mortgagees' possession when he got the receiver appointed.

Bush, for other parties.

Waller, for the plaintiffs, consented to an order, at all events, to pay the costs of the moving parties, without prejudice to the question as to how they were ultimately to be borne.

Jan. 19, 20, & 23.

Re WAGNER'S POLICY.

Boyle appeared on this petition, which was by parties claiming to be entitled to £900 odd, the proceeds of a policy on the life of a Mr. Wagner, deceased, and which had been paid into court by the North British and Mercantile Insurance Company by reason of the bankruptcy of Mr. Wagner, and the question arising whether his assignees were entitled to it, there having been a further charge on the policy of which the office had no notice, as it was alleged, although they knew of an original mortgage on it by Wagner. The bankruptcy took place on the 31st December, 1855, Wagner dying in 1865.

W. W. Cooper appeared for the assignees in bankruptcy.

Wickens for the company.

After some discussion, it being suggested that the petition, although very long, did not disclose sufficient details, the petition stood over to enable counsel for the assignees to look into the deeds.

On the case coming on again, counsel for the assignees being satisfied that the account was nearly balanced, agreed, on payment of his costs, to withdraw his claim.

KINDERSLEY, V.C., sanctioned this arrangement.

VICE-CHANCELLOR STUART.

Jan 19.

RE LYE'S ESTATE.

This was a petition by a married woman entitled for

her separate use to the dividends of a fund paid into court by a company under the Lands Clauses Consolidation Act, and who had sold her life interest in the fund, that the dividends should be paid to the purchaser.

The company objected to pay the costs. They urged that they had already paid the costs of the petition for payment of the dividends to the married woman, and that it was not fair that they should have to pay costs whenever a sale of the life-interest took place. They also objected that it was unnecessary to serve the husband, as under the new practice he might have been joined as co-petitioner.

STUART, V.C., said that it was clear the company must pay costs. He thought the husband should have been joined as co-petitioner, but as he had not appeared the costs were not materially increased.

MOREN *v.* LLANELLY RAILWAY COMPANY.

This was a suit instituted by the mortgagee in possession of a tramroad from Swansea to the point of Oystermouth, against the company, to restrain their proceeding with some works which interfered with the rights of the plaintiff.

On the interlocutory motion for an injunction a Mr. McLean had been appointed, by the consent of the parties, to adjust the disputes between them; Mr. McLean had now made his report. The plaintiff disputed this report.

Malins, Q.C., and *Marsden*, for the plaintiff.

Bacon, Q.C., and *Methold*, for the defendant.

STUART, V.C., said that even if he differed from McLean in opinion, that would not be a ground for not adopting his report. Decree according to the report of McLean.

SEAGRAM *v.* GOODMAN.

This was a suit for breach of trust. The defendant Goodman had become bankrupt and his assignees were parties. The breach of trust was undisputed.

Charles for the plaintiff.

Hallett for the assignees appeared and asked for costs.

STUART, V.C., said that he could give them no costs. They were necessary parties, but they need not have appeared. He should advise them not to appear at any future stage of the suit.

MACKMIN *v.* MATTHEWS.

This was a suit by a tenant in common against the owner of another undivided share of the property, who had been in receipt of the rents, for an account of rents and partition of the property. The account was resisted by the defendant on the grounds (1) that he had already accounted to an authorised agent of the plaintiff; (2) that the plaintiff had asked for an account of the residuary estate, whereas this was property specifically devised; (3) that the plaintiff had assigned his property to or for the benefit of his creditors.

Cutler, for the plaintiff, referred to *Hubbard* v. *Hubbard*, 2 H. & M. 38. In this case, as in that, one of the defendants was out of the jurisdiction. The plaintiff expressed his willingness to concur in a sale.

Malins, Q.C., and *Kay*, for the defendant.

STUART, V.C., made a decree for account and partition, with costs against the plaintiff of that part of the suit which related to the account. Any of the parties to be at liberty to apply at chambers with reference to a sale.

Solicitors for the plaintiff, *Buchannan.*

Solicitors for the defendant, *Cunliffe & Beaumont.*

Jan. 20.

EWINGS *v.* WAITE.—*Sale under order of the Court—Opening biddings.*

An estate at Nortiton, Surrey, was, on the 8th of May, 1865, put up for sale by public auction, pursuant to a decree made in this suit. The property was knocked down for £19,000. The biddings were afterwards opened on an advance of £500, and knocked down again at £28 000, and subsequently the biddings were again opened upon an offer being made of £29,000. The order made on the last-mentioned opening recited that J. P. Bowring had provided for payment of the costs of the previous purchasers, and then proceeded as follows:—"And in case there shall be no bidding for the estate at such re-sale higher than the sum of £29,000, the said J. P. Bowring is to be allowed the purchase thereof at the sum of £29,000."

The estate was accordingly again offered for sale by auction on the 12th December, 1865, for £29,000, and no offer was made in excess of this sum. The fifth condition of sale stated that on the 16th December, 1865, the certificate would be settled, and in due course be signed and filed, and become binding without further notice or expense to the purchaser. On the 21st of December, 1865, a summons was taken out for opening the biddings again, on behalf of Wm. Martindale, on an offer of advance of £1,000 by him, and on objections being raised by Bowring, the case was adjourned into court.

Fischer, on behalf of Martindale, asked that the biddings might be opened. He submitted that it was a matter of course, on the usual terms being complied with.

Dickinson and *Langworthy*, for parties interested in the estate, supported the application.

Ince, for Bowring, admitted the general rule, but argued that in this case the order had finally declared Bowring purchaser.

STUART, V.C., said that the order had no such meaning. The biddings must be opened in the usual way.

THOMPSON *v.* MARQUIS OF NORMANBY.

The bill in this suit prayed a declaration that the plaintiff was entitled to a building lease from the defendant, and of certain lands, the property of the latter, or that the plaintiff was entitled to purchase the same lands at a fair price, or that, in the event of his being ejected, that he was entitled to a lien for the price of buildings erected by him on the land, by reason of the defendant having, as the plaintiff alleged, allowed the erection of the same.

Malins, Q.C., and *Trevor*, for the plaintiff.

Bacon, Q.C., and *F. O. Haynes*, for the defendant, were not called upon.

STUART, V.C., was of opinion that the plaintiff had failed to support by evidence the case made by the bill, which was consequently dismissed with costs.

Jan. 22.

EDMUNDS *v.* LORD BROUGHAM.

This was a foreclosure suit.

The plaintiff excepted to the following passages in the defendant's answer as scandalous and not relevant to the relief sought, which was merely payment of principal and interest.

"I was ultimately compelled to turn the plaintiff out of my house in Grafton-street, under circumstances which fully appear in the report of the select committee of the House of Lords, appointed to inquire into all the circumstances connected with the resignation of Mr. Edmunds of the office of Clerk of Patents and Clerk to the Commissioners of Patents, and with his resignation of the office of Reading Clerk and Chief Clerk of Out-door Committees in their House, and also into all the circumstances connected with the grant of a retiring pension to him by the House."

"It thereby appears that I had no alternative but to require the plaintiff to quit my house."

Malins, Q.C., and *J. N. Higgins*, for the plaintiff.—Mitford, p. 373; *Ex parte Simpson*, 15 Ves. 476; *Pearce* v. *Knapp*, 1 M. & K. 312; *Williams* v. *Douglas*, 5 Beav. 82; and pp. 307 and 389 of Report of the Committee of the House of Lords.

Bacon, Q.C., and *Karslake*, for the defendant.

STUART, V.C., suggested that the plaintiff should at once take a decree for an account of the amount due on the mortgage.

This suggestion was not adopted, the plaintiff refusing to accede to it unless the above scandalous passage was expunged, whereupon

STUART, V.C., suggested that the explanations should stand over till next term, to see if the parties could not come to an arrangement, and the cause consequently stood over.

SHEPHERDSON *v.* DALE.

This was an administration suit.

The chief question which arose was on a gift in a contingency, which happened, of residue "to be equally divided between and amongst all and every the brothers and sisters of the testator then living, and the children of such of them as should be then dead, such children to take their respective parent's share." The question was whether these words created a joint tenancy between the children of one of the brothers who had died after acquiring a vested interest in the fund. The fund was very small, and no one appeared to argue for a joint tenancy. The case of *Bridge* v. *Yates*, 12 Sim. 645; *Penny* v. *Clark*, John. 623; s. c. reversed on appeal, 8 W. R. 286, were cited.

STUART, V.C., said that he was already of opinion that the words "to be equally divided" applied both to the brothers and sisters of the testator and to their children, and that a tenancy in common was thereby created between the children.

Wickens for the plaintiff.

WIETLEBACH *v.* SCOTT.

This was a bill by persons entitled to charges under a voluntary settlement made in 1824 by one W. Scott. There was some dispute as to the part of the property out of which they should be raised. No point of law was raised in the case. The Vice-Chancellor made a decree that, "It appearing that plaintiff was entitled to the charges in the pleadings mentioned, declare that the same ought to be raised. An inquiry who was entitled to the estate comprised in the settlement, and in what proportions. Liberty to any of the parties to bring proposals into chambers as to how the charges were to be raised."

Fisher for the plaintiff.

PENRICE *v.* SHARPIN.

Injunction bill. The plaintiff did not appear at the hearing, and on the defendant producing an affidavit of having been served, the injunction was dissolved and the bill dismissed with costs.

Bacon, Q.C., and *Eddis*, for the defendant.

COOK *v.* GLASS.

This was an administration suit, and also sought a declaration of the plaintiff's right to certain leaseholds belonging to the testator.

The testator had died possessed of leaseholds situate both in Cambridge-street and Gloucester-street, which adjoined one another, and which had been demised to him by the same lease; and evidence was given to show that he had been accustomed to speak of both as "his Cambridge-street property."

By his will he devised "his leaseholds in Cambridge-street," to his executors on trust for his widow for life, with remainder upon trust for his children. The residue of his estate was devised to his executors upon trust for his widow for life, *to enable her to bring up his children*, with remainder upon trust for his children. The widow and the other defendant were appointed executrix and executor.

The widow, upon the assumption that the specific devise of the Cambridge-street property passed the leaseholds in Gloucester-street, made an assignment of her life interest in both to the plaintiff.

The plaintiff had claimed the rents of both the leaseholds under this assignment. The plaintiff claimed to be entitled to the legal interest in the leaseholds, as on a purchase for valuable consideration from the executrix.

Malins, Q.C., for the plaintiff, cited *Doe* v. *Gray*, 3 East. 120; *Ewer* v. *Corbet*, 2 P. Wms. 148; *Doe* v. *Sturges*, 7 Taunt. 217.

Bacon, Q.C., and *Babington*, for the defendant.

STUART, V.C., said it was clear that the Gloucester-street property did not pass to the widow under the specific devise, but fell into the residue. Under these circumstances the plaintiff claimed under an assignment by the widow of that property, which would amount to a gross breach of trust. He was of opinion that the legal interest in that property vested in the executrix and executor or trustees, upon the trusts of the testator's will, and all that plaintiff was entitled to in that property was the interest of the widow therein for life, which was expressly subject to the maintenance of the children. The plaintiff having claimed the legal interest and failed, must pay the costs up to the hearing, and there must be an apportionment of the rents of the Cambridge-street property and that in Gloucester-street.

LOVEGROVE *v.* DOWNES.

Administration suit. A decree on further condsideration for the sale of some real estate.

DAY *v.* JONES.

Bill for specific performance. The plaintiff had been tenant of the defendant under a lease which expired at Lady-day, 1865. The plaintiff produced a written agreement, signed by the defendant, to grant a fresh lease at an increased rental, to commence from the expiration of the former lease, for a period of seven, fourteen, or twenty-one years. The defendant set up a case of supine and misrepresentation by plaintiff that the former lease had only a year or so to run, whereas at the date of the agreement four years were unexpired.

Decree for specific performance, with costs.

ROWE *v.* LANGLEY.

This was a suit for redemption against a mortgagee and his sub-mortgagees. Some dispute had arisen with respect to the priorities of the defendants. An account was directed of all sums due from the plaintiff to his mortgagee, and of interest and costs; and on payment of what should be found due on such account, all parties were to concur in a reconveyance to the plaintiff.

JUPP *v.* EVANS.

In this case an injunction had been obtained in May, 1865, against the defendant, who was assignee of one Joel Jupp, a bankrupt, and brother of the plaintiff, and who had taken possession of, and intended to sell, some furniture belonging to the plaintiff, but which the plaintiff alleged to be the property of Joel Jupp.

Malins, Q.C., and *Colt*, for the defendant, urged, amongst other things, that it was a mere case of trespass in which the Court would not grant an injunction. They also tried to prove that suspicion attached to the dealings between the plaintiff and his brother, and that there had been transfer of property in fraud of Joel Jupp's creditors.

The VICE-CHANCELLOR was of opinion that the defendant's case failed, and made the injunction perpetual with costs, against the defendant.

RILEY *v.* HEAP.

This was a suit instituted by a trustee to carry out the trusts of the will of one J. Sutcliffe. It appeared that there were six persons absolutely entitled to the residue, which consisted of real estate. One of such persons went abroad in 1854, and a letter had been received from him in 1858, from America, since which time nothing had been heard of him. The trustee, by his answer, submitted to make such conveyance as the Court should direct. There were some arrears of rent in the hands of the trustee.

STUART, V.C., suggested that a petition for a vesting order might have been presented under the Trustee Act, and that even now he could make an order vesting the five-sixths in the five persons entitled, and the remaining one-sixth in one of such persons as a trustee for the absent one.

Martineau and *Pemberton* suggested that the Court had no jurisdiction to make any such order. There must have been a demand by the persons entitled to a conveyance, and a refusal or neglect by the trustee for twenty-eight days to convey, to give jurisdiction. See 13 & 14 Vict. c. 80, s. 17.

Ultimately an order was made declaring that these six persons were entitled. Liberty to apply at chambers with reference to the taxation of costs, and the rents in the hands of the trustee, and also with respect to any vesting order.

BOND *v.* BOND. CANN *v.* MORRIS. MORGAN *v.* DAY.

These were administration suits heard on further con-

sideration in which no question of any importance occurred.

Jan. 23, 24.

ALEXANDRA PARK COMPANY (LIMITED) *v.* WOOD.
WOOD *v.* ALEXANDRA PARK COMPANY (LIMITED).

The first of these suits was instituted by the company against the trustees of a creditor's deed executed by a contractor, who had been engaged in works at the Alexandra-park, to enforce a lien upon materials, &c., of the contractor for sums advanced by the company to him. The cross bill was filed by the trustees of the creditor's deed against the company, and prayed an account of work done by the contractor and an injunction to restrain the company from taking possession of the materials.

Malins, Q.C., and *Woodroff*, for the company.

Greene, Q.C., *Locock Webb*, for the trustees.

Both parties consenting, a decree was made for reference to an arbitrator of undoubted repute, to be named by the Court if the parties should differ.

VICE-CHANCELLOR WOOD.

Jan. 18.

Re THE LONDON MERCANTILE DISCOUNT COMPANY (LIMITED).

J. N. Higgins, on behalf of the liquidators of this company, which was in process of voluntary winding up, moved *ex parte*, under section 138 of the Companies Act, 1862, that certain persons named might be ordered to attend before the chief clerk in chambers, or before the examiner, to give evidence as to certain transfers of shares in the company, or that the liquidators might be at liberty to take out a summons to compel the attendance of those persons for that purpose.

WOOD, V.C., said that in the case of a compulsory winding up the practice was to take out a summons to compel the attendance of persons in chambers for such a purpose as this. The order should, therefore, be that the liquidators be at liberty to take out a summons.

Jan. 18 & 19.

SAVIN *v.* THE OSWESTRY AND NEWTOWN RAILWAY COMPANY.

This was a motion for decree. The matters in question in the suit had been already arranged. The only question now was about costs.

Rolt, Q.C., and *Fry*, for the plaintiff.

J. Pearson, for the company.

Giffard, Q.C., and *Hardy*, for other defendants.

WOOD, V.C., dismissed the bill without costs.

Jan. 19.

BETTS *v.* RIMMELL.

In this case exceptions to the defendant's answer had been allowed, "with the usual order as to costs." A difficulty occurred in drawing up the order.

Hardy, for the defendant, now contended that the defendant could not be compelled to pay costs, without an express order that he should do so. There is no usual order as to costs in a case of this kind: *Crossley* v. *Stuart*, 2 N. R. 57.

Willcock, Q.C., contrà.

WOOD, V.C., said that this was a case in which he had made an unintelligible order. It did not seem that there was any usual order as to costs. It was clear, however, that the subject of costs had been mentioned by counsel. The ordinary course was that a losing party should pay costs. The order must be drawn up for payment by the defendant of the costs of the exceptions. The present application to be refused without costs.

Jan. 22.

EWEN *v.* CANDLER.

This was a partition suit. It was proposed that the partition should be made according to a plan which was in evidence, there being evidence that this plan would be beneficial to some of the defendants who were infants. It was also proposed to raise the infants' costs by a sale. The bill also asked for an appointment of new trustees of some personalty included in the partition; and it was proposed to appoint some of the *cestent que trustent*. It appeared that when the partition had been made, those persons would get their moiety of the money paid to them.

Rendall for the plaintiff.

Busk for the defendants.

WOOD, V.C., made the decree, and said that, under the circumstances, there could be no objection to the proposed appointment of trustees.

WOODS *v.* LAMB.

This was a suit for dissolution of a partnership, and the usual decree praying for accounts and a sale. The partnership had been carried on for six years under certain articles dated 12th June, 1850, and after the expiration of the term therein limited, it was carried on under an agreement upon the original articles. After the expiration of that agreement the partnership had been carried on without any new agreement or articles whatever. The articles contained a special provision as to the mode in which the partnership property was to be sold upon dissolution of the partnership, either by the determination of the term, or by notice as provided by the articles. The only question now was whether this special provision was applicable to the present dissolution.

Rolt, Q.C., and *De Gex, Q.C.*, for the plaintiffs, contended that it was. It is a recognised principle that when partners continued to carry on their business after the time limited by the articles, they must be held to carry it on upon all the terms of the original articles.

WOOD, V.C. (without calling on *Daniel, Q.C.*, and *Birley*, for the defendant) said he did not see how he could enforce this particular mode of sale if the parties did not all agree. He did not wish to throw any doubt upon the principle that had been referred to, but to apply the provisions of the articles for carrying on the business to what had become a partnership at will, was quite a different thing from applying to it those provisions which were made with reference to the expiration of the term or a determination upon notice. A partnership at will might be determined at any moment, and the parties might have no time to make those arrangements which they could have done under the provisions of the articles. There must be the common decree for a dissolution.

Solicitor for the plaintiffs, *E. Atkinson*.

Solicitor for the defendant, *J. E. Fox*.

HEWES *v.* LORD DACRE.

This was a mortgagor's redemption suit, and it now came on upon exceptions to answer. The defendant contended that what was alleged to be a mortgage of one part of the property in question in the suit was really a sale, and that he had been in possession for fifty years as absolute owner, and that, as to the rest of the property, though there might exist a right to redeem, the plaintiff had by his bill shown no title in himself to do so.

Swanston for the plaintiff.

C. E. Hawkins for the defendant.

WOOD, V.C., allowed the exceptions, observing that, if a defendant submitted to answer a bill to which he might have demurred or pleaded, he must answer fully.

CAULFIELD *v.* CAULFIELD.

This case raised some questions upon the construction of the will of the late General Caulfield. The only arguable point stood over for the purpose of bringing fresh parties before the Court.

Daniel, Q.C., and *Prendergast*, for the plaintiff, and *Giffard, Q.C.*, *Willcock, Q.C.*, *C. Hall*, and *R. R. A. Hawkins*, for the different defendants.

WOOD, V.C., made a declaration, reserving the rights of the persons not before the Court.

Jan. 23.

READING *v.* ATKINS.

This was a suit to restrain the infringement by the defendant of the plaintiffs' patent for an improved fastening to sleeve-links, brooches, and other articles.

Rolt, Q.C., *Macrory*, and *Phear*, for the plaintiffs.

Webster, Q.C., *R. W. E. Forster*, and *T. Aston*, contended that there was no novelty in the invention; that if there was, there had been no infringement; and, moreover, that admitting a novelty in the articles made by

the plaintiffs, that novelty was not sufficiently described or claimed by the specification.

WOOD, V.C., decided against the defendant on all the points, and made a decree for an injunction and an account.

ALLIANCE BANK *v.* MOTION.

This was a bill for an account of what was due to the plaintiff company from the defendants, in respect of certain bills of exchange, and for a sale of the partnership property of the defendants. The only objection made to the decree was that in another suit a decree had already been made for the dissolution of the partnership between the defendants, and the realization of the partnership assets. The Vice-Chancellor nevertheless made the order prayed for.

Osborne, Q.C., and *Eddis*, for the plaintiff company.

Langworthy for one of the defendants.

PENNELL *v.* DAVISON.

The testator in this cause died largely indebted, and possessed of very little personal estate except certain leaseholds, which were mortgaged for a derivative term. After his death the mortgagee sold the leaseholds, in exercise of a power contained in the mortgage, to Davison, the first defendant, who was the brother-in-law of the testator's widow. The mortgagee alleged that, after satisfaction of her claim out of the proceeds of the sale, nothing remained for the general creditors of the testator. The bill was filed by a creditor. It alleged that the sale was fraudulent, made with the object of defeating the creditors, and that the consideration really passed. Davison, by his answer, offered to be treated as mortgagee in possession on having his costs paid. This offer was refused, and he afterwards waived his costs, and persuaded the mortgagee, who was also a party, to waive hers. The plaintiff, however, insisted on being paid his costs, and then the suit came to a hearing.

Amphlett, Q.C., and *W. H. Terrell*, for the plaintiff.

W. M. James Q.C., and *Bovill* for the defendant Davison.

De Gex for the mortgagee.

WOOD, V.C., dismissed the bill with costs against the mortgagee, decreed that the conveyance to Davison should stand as a security for what he had advanced, directed consequential accounts, and reserved further consideration and the costs of all parties except the mortgagee.

Jan. 24.

TETLEY *v.* BROWN.

This was a creditor's administration suit.

Freeling, for the plaintiff, asked for a decree for the common inquiries and accounts.

Giffard, Q.C., for the defendant, said that wilful default was charged in the bill, but no evidence had been adduced in support of that charge. The defendants had been obliged to go into evidence to disprove it.

Fresling admitted that no evidence had been adduced in support of the charge.

WOOD, V.C., dismissed that part of the bill with costs, and, as to the rest, made a decree in the common form.

COURT OF QUEEN'S BENCH.

Jan. 22.

HOWELL *v.* SAVEY.

Philbrick moved for a new trial.

Rule refused.

COURT OF COMMON PLEAS.

Jan. 19.

BOLTON *v.* THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

In this part-heard case *Holker* concluded his arguments for the plaintiff.

The COURT gave judgment for the defendants, on the ground that, as the vendee never intended to take possession of the goods, the vendor's right of stoppage *in transitu* still continued, and that the defendants had possession of the goods as carriers, and not as warehousemen or otherwise for the vendee, whom the plaintiff represented.

Judgment for the defendant.

Attorney for the plaintiff, *E. K. Randell*, for *Cobbett & Wheeler*.

Attorneys for the defendants, *Clark, Woodcock, & Ryland*.

SAGE *v.* BATES.

Special case.

Kingdon and *Bullar* for the plaintiff.

Karslake and *Murch* for the defendant.

The question raised was whether the mortgagees of a ship were entitled to freight on a cargo; but the case was decided on the construction of the 9th clause in it, for which purpose reference was made to Byles, J., who settled it.

Judgment for the defendant.

Attorneys for the plaintiff, *Meredith* and *Lucas*.

JENKINSON *v.* FLETCHER.

This was an action tried in the Manchester court of record, and turned into a special case. The action arose out of disputes between the vendor and vendee of real property, consisting of three sets of premises held under different landlords, the vendee renouncing his bargain as to one set of premises, because the superior landlord required an increased rent. As the sum in dispute was small, and it was impossible to decide the case without sending it back to have additional facts stated, the case was suffered, at the suggestion of the Court, to drop.

Manisty, Q.C., and *R. G. Williams*, for the plaintiff.

Mellish, Q.C., and *Crompton*, for the defendant.

Jan. 22.

CHURCHILL *v.* CATER AND ANOTHER.

Hannen obtained a rule calling on the plaintiff to show cause why he should not give security for the defendant's costs.

HARVEY *v.* MARTIN.

Quain moved for a new trial upon the ground that the verdict was against evidence.

Cur. adv. vult.

Jan. 24.—The COURT gave judgment, refusing the rule.

MILES *v.* POTTER.

Keane, Q.C., and *Markby*, appeared to show cause against a rule to set aside the verdict, on the ground that there was no binding contract within the Statute of Frauds.

O'Malley, Q.C., admitted that he could not support the rule unless certain cases were overruled.

Rule discharged.

NEWTON *v.* THE FRIEND-IN-NEED, &c., INSURANCE COMPANY.

Gibbons showed cause against a rule for a new trial on the grounds of misdirection, and that the verdict was against the weight of evidence.

D. Seymour, Q. C., and *Kydd*, supported the rule.

The question turned on whether a certain insurance broker was the defendant's agent in obtaining a policy on the plaintiff's ship, and the Court held that, on the evidence, he was.

Rule discharged.

Attorney for the defendant, *Prichard*.

GILBERT *v.* HASSALL.

Gray, Q.C., obtainad a rule for a new trial on the ground of surprise.

Jan. 23.

HARRISON *v.* SEYMOUR.

Sir G. Honyman asked that whichever came on first, the demurrer or the rule for a new trial, in this case, the two might be argued together.

Application granted.

WANSBECK RAILWAY COMPANY *v.* TRONSDALE.

C. Pollock obtained a rule to show cause why two awards made by an arbitrator should not be set aside.

JORDAN *v.* MOORE.

Aston, for the plaintiff, asked that the rule in this

case might not be argued in the absence of Byles, J., who tried the cause.

Not to be taken before Easter Term.

Re COXON.

A. Wills showed cause against a rule to enforce an award.

Pearce in support of it.

To stand over for arrangement.

STOATE *v.* HOLE AND OTHERS.

Bere showed cause against a rule to set aside a non-suit, and for a new trial. The action was against justices for false imprisonment, and for a malicious conviction. The plaintiff had been convicted at Petty Sessions for cruelty to animals; but the Quarter Sessions, on appeal, had quashed the conviction. Willes, J., at Exeter, nonsuited the plaintiff because the conviction was not reversed at the time of action brought. It was contended that the justices acted without jurisdiction, and, therefore, that the conviction, till reversed, was an answer to the action.

The plaintiff, in person, also contended in support of his rule that the justices had no jurisdiction.

The COURT told him that if he sstisfied them of that, they must decide against him, and intimated that they were prepared to do so, but recommended a *stet processus*, which suggestion was adopted.

Attorney for the defendant, *Palmer, Eland, & Nettleship*, for *G. E. Sharland.*

REEDMAN AND ANOTHER *v.* WARING AND OTHERS.

This was a rule to increase the damages by three several sums, the questions raised being on the construction of a contract.

Field, Q.C., and *Beasley*, showed cause.

O'Brien, Serjt., and *Wills*, supported the rule.

Rule absolute.

Attorneys for the plaintiffs, *Wright & Bonner.*

Attorney for the defendants, *James Wheeler.*

TUNNEY *v.* THE MIDLAND RAILWAY COMPANY.

Field, Q.C., and *Wills*, showed cause against, and *Gibbons* supported, a rule to enter the verdict for the plaintiff, on the grounds that he was not, at the time of the accident for which he sued, in a common employment with the defendant's servant whose negligence caused it, and that the negligence was that of the defendants and not of his fellow workmen.

The Court held that the case fell within *Priestly* v. *Fowler*, and discharged the rule.

Rule discharged.

Attorney for the plaintiff, *G. W. Greenwood.*

Attorneys for the defendants, *Beal, Marigold, & Co.*

LORD LISBURNE *v.* DAVIS.

Giffard, Q.C., showed cause against a rule to enter the verdict for the defendant.

Part heard.

Bridge obtained a rule, returnable at chambers, to set aside an execution.

LORD LISBURN *v.* DAVIS.

Part heard.

T. Allen argued for the defendant in support of the rule.

Rule discharged.

INDERMAUR *v.* DAMES.

Ballantine, Serjt., and *Raymond*, showed cause against, and *Huddleston, Q.C.*, and *Griffits*, supported, a rule for a non-suit, a verdict for the defendant, or a new trial.

Jan. 25.

GORSUCH *v.* EMANUEL.

Bullar obtained a rule to strike out certain pleas.

Ex parte GILMORE.

Crompton obtained a rule to dispense with the consent of the applicant's husband in the conveyance of real estate.

Rule granted.

BUCK *v.* HURST AND ANOTHER.

Griffits moved for a non-suit, a verdict for the defendant, or a new trial, on the ground that one of the defendants was surety only for the other, and that there was no evidence of a joint liability.

Rule refused.

Attorney, *F. Bull.*

IN RE AN ATTORNEY.

Garth, on the part of the Incorporated Law Society, applied to have an attorney suspended for a year, he having been convicted at Manchester of a conspiracy to obtain money by false pretences, and the Queen's Bench having visited him with the same punishment.

Application granted.

COURT OF EXCHEQUER.

Jan. 23.

EMERY *v.* JEWETT.

Powell, Q.C., moved for a new trial on the ground of misdirection.

Rule refused.

RICHARDS *v.* JONES.

H. Allen and *G. B. Hughes* showed cause against a rule to enter a verdict for the defendant on the ground that the finding of the jury did not warrant the entering of the verdict for the plaintiff.

Bowen and *Ollivant* appeared on the other side.

A *stet processus* was ordered to be executed.

CARRINGTON *v.* BRIGGS.

FitzJames Stephen showed cause against a rule for a new trial on the ground that the damages were excessive.

Bristow supported the rule.

Rule absolute.

Jan. 25.

DIAMOND *v.* SUTTON.

J. O. Griffits moved to set aside the writ of summons on the ground that there was no cause of action which arose within the jurisdiction.

Day showed cause.

Rule absolute, unless the plaintiff gave an undertaking to prove a cause of action within the jurisdiction.

PARKER *v.* TOOTAL.

The COURT gave judgment, refusing a rule to vary the rule made in this case.

HALL *v.* TOWERS.

Digby Seymour, Q.C., and *A. Wilson*, showed cause against a rule for a new trial on the ground of misdirection.

M. Chambers, Q.C., and *Philbrick*, appeared on the other side.

Rule absolute.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Holroyd.)

Jan. 19.

In re CHARLES HENRY WEEKES.

The bankrupt, who was an attorney, residing at 254, Caledonian-road, Islington, applied by adjournment to pass his examination, and for an order of discharge. According to the bankrupt's accounts the debts and liabilities are £716, of which the sum of £567 was due to unsecured creditors. The bankrupt was arrested at the suit of Mr. John Huxtable, of 104, St. John-street, Clerkenwell, wholesale chemist and druggist, upon an attachment for non-payment into the Court of Chancery of £408, due from him as executor of John Weeks, deceased, and he remained in Whitecross-street Prison for three months. There were no assets; the only available assets, consisting of furniture, &c., having been seized under a distress for rent. At the last meeting the bankrupt was ordered to deliver up to the assignee possession of a house of which he was the occupant at the period of his arrest. This having been done, no further opposition was offered, and

The COURT allowed the order of discharge.

Jan. 24.

(Before Mr. Registrar Roche.)

In re RICHARD DAVIS.

At a first meeting under the bankruptcy of Mr. Richard

Davis, of 26, Lorimore-square, Kennington, and of 21, Harp-lane, attorney and solicitor, proofs of debt were tendered and admitted, and Mr. P. Dashwood, auctioneer, of 41, Eastcheap, was chosen assignee. The debts are returned at £789 in the aggregate, and the failure is attributed to liabilities incurred in connexion with a public company, and the pressure of individual creditors. Protection was renewed until the next sitting.

COURT OF DIVORCE.

Jan. 23.

HILL *v.* HILL AND WOOD.

This was an application on behalf of the Rev. Mr. Wood, the co-respondent in a former suit, for an attachment against the petitioner for non-payment of costs. The suit had been instituted for dissolution of marriage on the ground of adultery, and the petitioner having failed to establish the charge, the petition was dismissed with costs, which however had not been paid though the order was served in December last.

Inderwick appeared in support of the application.

Tristram, Dr., contrà, stated that the petitioner was an officer dependent on his pay, but had been suspended in consequence of the result of a suit instituted against him by his wife for judicial separation. He had however brought an action against the attorney who appeared for him in that suit for negligence, causing the loss of the suit and the consequent injury to him. The jury had found that he had a good defence to that suit, and that he lost the benefit of his defence through the negligence of the attorney. Since then he had applied to Sir C. Wood to be reinstated and to have his arrears of pay allowed. Under these circumstances he would ask the Court for time to obey the order till the decision of Sir C. Wood was made known.

WILDE, J.O., having been informed that Mr. Hill, the petitioner, had kept out of the way to avoid service of the order up to last December, ordered the attachment to issue.

WATSON *v.* ATTORNEY-GENERAL AND COWEN.

An issue had been tried under the Legitimacy Declaration Act at the last Lancaster Assizes before Mr. Justice Smith and a special jury, which resulted in the jury finding that the petitioner was the legitimate son of his parents. The Court however granted a rule *nisi* for a new trial on the ground that the verdict was against the weight of evidence, and the case came on for argument to-day.

Manisty, Q.C., T. Jones, and *W. G. Harrison*, showed cause.

Temple, Q.C., Spinks, Dr., and *Quain*, appeared in support of the rule.

The conflict of evidence was as to the respective dates of the birth of the petitioner and the marriage of his parents—some statements going to show that the birth preceded the marriage, and others that the marriage preceded the birth.

WILDE, J.O., made the rule absolute.

REVIEWS.

Equity in the County Court, being a Treatise on the Equitable Jurisdiction conferred upon the County Courts by the Statute 28 *&* 29 *Vict. c.* 99. By HENRY FREDERICK GIBBONS, and WILLIAM CHARLES HARVEY, Barristers-at-Law. London: H. Cox. 1865.

The time is probably remote when we shall see a complete fusion, as it is called, of law and equity, and suits of all kinds disposed of before the same tribunal. But the progress of recent legislation, whilst it has removed much of the inconvenience of the separate system, has tended greatly to break down the prejudice in its favour, and to familiarize practitioners in courts of common law and equity with the principles upon which the law is administered in both sets of courts, and not only so, but the practice itself has been in many respects assimilated. Not only may the parties and witnesses in suits in chancery be now examined orally on oath, but in all cases in which any relief or remedy within the jurisdiction of the Court of Chancery is sought, that court is now empowered, under the statute introduced by Sir Hugh Cairns, to give all the relief which might be had at law, and compelled, by the Act known as Mr. Rolt's Act, to determine all questions of law and fact cognisable in a court of law on the determination of which such relief or remedy depends. But the greatest experiment that has been made towards ascertaining whether law and equity can be beneficially administered by the same court, is to be found in the Act above mentioned, conferring a limited jurisdiction on the county courts; and, if the new system succeed in those courts, we can see no sufficient reason, other than such division of labour as may be necessary, why the superior courts at Westminster and Lincoln's-inn should continue to be kept distinct.

For the purpose of administering the law under the recent Act, the learned authors of the treatise mentioned above have furnished the profession with a most useful work; and, judging from the labour and research expended upon it, it must have been in their contemplation and in course of preparation long before the 28 & 29 Vict. c. 99, became law. The barrister or attorney, or even the county court judge who has not had much acquaintance with suits in equity, must, at all events at first, experience much inconvenience in dealing with the multifarious subjects brought under the new jurisdiction, and it is the object of this treatise to show the principles on which that jurisdiction is to be exercised, and the practice by which it is to be governed. The work is divided into thirteen chapters, and contains also an appendix of rules, forms, and statutes pertinent to the subject. When a suit is determined on, the first questions that naturally occur are—in what court it should be brought, and who should be made parties,—and to those questions satisfactory answers are furnished in the first and third chapters. We must not, however, be supposed to countenance the idea put forward with some show of ingenuity in the first chapter, that the jurisdiction of the High Court of Chancery is, in the specific cases, *transferred*, and not merely *extended*, to the county courts; such a notion is not only repugnant to the title of the Act itself (which is an Act to confer jurisdiction on the county courts, not mentioning the Court of Chancery), and to the very terms of the section (which say that the county courts shall have and exercise all the jurisdiction of the Court of Chancery; without any negative words, or even any provision as to costs, such as that introduced in the old County Courts Acts to force suitors away from the superior courts of common law), but it would also contradict the principles upon which the Court has acted in similar instances (as illustrated by *Evans* v. *Bremridge*, 2 K. & J. 174, and that class of cases), and the expressed intentions of the authors of the measure, which was introduced to provide an equitable remedy in cases where the expense of a chancery suit proved prohibitory, *and in those cases only*.

The eight paragraphs contained in the 1st section of the Act specify the nature of the eight different kinds of suits in respect of which the statute confers a limited jurisdiction, namely, suits by creditors, legatees, and others, for an account or administration; suits for the administration of trusts; for foreclosure, or redemption, or enforcing liens and charges in the case of mortgages; for specific performance; proceedings under the Trustee Relief Acts and Trustee Acts; suits and proceedings relating to the maintenance or advancement of infants; for the dissolution or winding-up of partnerships; and, lastly, proceedings for orders in the nature of injunctions. The particular county court which would have jurisdiction in each of the above suits respectively, is *seriatim* explained in the first chapter, and in the third the leading authorities are cited as to the proper and necessary persons to be made parties in each case. The eight following chapters are devoted to the separate consideration of each of the above suits, and the principles upon which courts of equity have from time to time acted are elaborately expounded. The propositions enunciated are, almost invariably, supported by the citation of authorities, and, as we find cases so late as 12 *Weekly Reporter* frequently referred to, we assume that the cases cited are brought down to a very recent date. It is to be expected that the power of appeal to the Court of Chancery, under the 18th section, will be frequently resorted to, and the law and procedure in respect of that important matter is explained in the twelfth chapter. In the thirteenth and last chapter the law in relation to the costs in such suit is discussed.

It is not to be supposed that a work of this kind, produced for the occasion, exhausts a subject of such magnitude, but it contains a vast fund of information; and in those instances wherein the practitioner may be unable to find the information for which he is seeking given in express terms, the references supplied to larger treatises will readily enable him to find it elsewhere. The 4th section of the Act, without repealing the London (City) Small Debts Extension Act, 1852, enacts that "the judge and officers of that court . . shall respectively have and exercise the like jurisdiction, powers, and authorities in all respects, except the power of appointing officers, as are for the time being possessed and exercised by the judge and officers respectively of a metropolitan county court," &c. Now, although we conceive that the Legislature, which was dealing with the subject of equity jurisdiction only, intended to do no more than confer upon the city court the same equity jurisdiction as it was then conferring upon the county courts, it is to be observed that the terms of the above enactment go far beyond that, and, without restriction apparently, give the city court the same jurisdiction in all respects as that possessed by the metropolitan county courts. Such a jurisdiction is quite inconsistent with that exercised by the city court under the Act of 1852, and the rules framed in pursuance of that statute, and the consequence is that the precise extent of the jurisdiction of the city court is uncertain and confused. The learned authors of the treatise now under review, in their chapter upon jurisdiction, apprehend that such serious difficulties must ensue from the enactment referred to, that they can only be dealt with by the Legislature. In this we are disposed to agree with them. It is of the utmost importance to the interests of justice that the limits of the jurisdiction of a subordinate court should be distinctly defined; and, as it has been long foreseen that the constitution of the city court must—sooner or later—come under the consideration of the Legislature, probably the safest and best course to be taken would be to repeal the 4th section of the recent statute during the next session of Parliament, and introduce a provident and well-digested measure confined exclusively to the re-construction of the city court.

The County Courts Equitable Jurisdiction Act, with the Orders and Rules for regulating the practice of the Courts, and the Forms and Costs of proceedings, with Notes and Introductory Chapters. By JAMES EDWARD DAVIS, Barrister-at-Law. London: Butterworths. 1865.

Of the various works of different qualities which have been produced by Lord Westbury's famous Act of last session, this is incomparably the best which has come under our notice. The Act is of so recent date, and the proceedings under it of so unusual a character, that it is manifestly impossible for any writer, not endowed with the gift of prophecy, to do much more than reproduce the text of the Act and Orders in an accessible form, with such notes as may serve to call attention either to anticipated difficulties in the working of the measure, or to the bearing of the several clauses on one another, or on the previously existing practice. Mr. Davis has not only done this, in our judgment, "excellently well," but he has in his introductory chapters treated us to a general discussion of the subject as full and accurate as it seems to admit of; chapters from the perusal whereof we have derived much pleasure and instruction, and which may be advantageously considered not merely by the practitioner, but by the intending legislator.

Mr. Davis's remarks on the much agitated subject of the fusion of law and equity (p. 8) appear to us singularly accurate, especially when we consider how radically this question has been misapprehended by the vast majority of those who have taken part in the agitation. Indeed, in all the mass of published matter on this subject which has come under our notice, but three persons seem to us to have rightly apprehended the true object to be attained—Lord Westbury, Mr. Davis, and the writer of an article in this Journal* in opposition to the Law and Equity Bill of 1860, in its original form.

Mr. Davis remarks, and we fear with truth, that the practice of the County Courts in Equity is "essentially distinct from" the practice of the Court of Chancery, and is rather founded on "the existing practice in the County Courts under their original common law jurisdiction." This, which seems to follow from the wording of the Act, is, in our opinion, a great evil. The existing procedure of the Court of Chancery is admittedly better fitted for the determination of the questions which properly come into that court than any other which has ever existed in this country, though, perhaps, not even yet theoretically perfect; and it is much to be regretted that it has not been taken as the basis (with such differences as the nature of the case required) of the new procedure in the county courts.

In our comments upon a case, of which a report was lately published, which was heard in the County Court of Worcestershire, we took occasion * to point out one instance in which we thought a deviation from Chancery practice likely to be productive of evil consequences, and other cases of a like kind can be readily conceived.

Mr. Davis, however, is not accountable for this, and if the manner in which he has called attention to the existing law should lead to the appropriate remedy, statutory or otherwise, he will have been the author of a great public benefit. In the meantime we can confidently recommend his book as the safest guide to the county courts which we have yet seen.

* 4 Sol. Jour. 657.

COURTS.

COURT OF CHANCERY.

(Before the LORD CHANCELLOR.)

Jan. 24.—*In bankruptcy.—Ex parte Marks; In re Marks.*—This was an appeal from the order of the commissioner of bankruptcy sitting at Birmingham, who has suspended the bankrupt's order of discharge, and ordered him to be imprisoned for six months.

De Gex, for the appeal, stated that the question arose under the 159th section of the Bankruptcy Act of 1861. The commissioner had no power to add a sentence of imprisonment to the order for suspending the discharge.

Little, contrà.

The LORD CHANCELLOR said that Courts of all jurisdiction were jealous of exercising the right to imprison a subject of the realm. In this instance a new penal jurisdiction was created when the Court of Bankruptcy, which was not a criminal court, was empowered to imprison. The commissioner had a right either to refuse or suspend the order of discharge or to imprison; but the Legislature had not given it power to do both. The order appealed from would be discharged, but no new order would be made until further argument had been addressed to the Court.

—— *Re Rewthorn; Ex parte Midgley.*—This was an application on the part of Messrs. Midgley, who were creditors of the bankrupt for over £4,000, to cancel the order of discharge granted to the bankrupt.

Mr. *Roxburgh* in support of the application.

The bankrupt did not appear.

The LORD CHANCELLOR made an order cancelling the order of discharge, with liberty to the bankrupt to renew his application to the Commissioner in such manner as he might be advised.

(Before the MASTER OF THE ROLLS.)

Jan. 18.—*Jones* v. *Martin.*—In this case the plaintiff sought to establish that the will of his brother, Mr. Richard Jones, who died in 1849, was fraudulent and void, on the ground that at the time of the making of the will the testator was insensible and incapable of understanding; that it was made by one of the witnesses on the day of the death, according to the instructions of the defendant, George Evanson, and his wife, the sister of the testator; and that the cross or mark affixed to the will was not written by the testator, but by one of the witnesses, John Carson, who guided the hand of the testator whilst he wes insensible and in the article of death. The will was proved a week after the death, but it was not till fourteen years later that Carson informed the plaintiff of the alleged fraud, and that this suit was commenced.

Mr. *Baggallay*, Q.C., and Mr. *North*, appeared for the plaintiff; and Mr. *E. F. Smith*, Q.C., and Mr. *Dickinson*, for the defendants.

LORD ROMILLY, M.R., said that the case against the validity of the will rested entirely on the evidence of the witness Carson. A short review of the facts would clearly show the impossibility of accepting the plaintiff's case after the lapse of fourteen years from the time of the execution of the will. The testator had been, for some time prior to his death, gradually sinking, and on the day of his death, and

* 10 Sol. Jour. 69.

on the day before, evidently felt himself becoming worse. Evanson naturally wanted a will made, and if a fraud had been contemplated by them they certainly took the strangest possible course to accomplish it. In the first place they sent for Mr. Kent, a solicitor of the highest respectability. Finding that he was absent from home, the dying man said that Mr. Halliday, a surgeon, would do it as well. If the plaintiff's case was true, two gentlemen, both men of undoubted high reputation, must have, without any ill-feeling to the plaintiff, combined to commit one of the grossest and most disgraceful of frauds, and to commit it in the presence of four or five other persons besides the dying man. The evidence of the other witnesses, Holdsworth and Halliday, could not be had, owing to the death of the one and the extreme age of the other. It was impossible to believe the case set up, honestly enough as far as the plaintiff was concerned. He had failed to prove a case for granting an issue to try the validity of the will, and the bill must be dismissed with costs.

COURT OF QUEEN'S BENCH.

Sittings in Banco.—(Before the LORD CHIEF JUSTICE, and Justices BLACKBURN, MELLOR, and LUSH.)

Jan. 22.—*Williams* v. *Lovell.*—Mr. *Huddleston*, Q.C., moved for a rule to set aside an order of Mr. Justice Blackburn, made in November last, staying the action in this suit. In 1860 the plaintiff was the solicitor of a lady named Cass. The defendant is a barrister, and an arrangement was entered into between him and Mrs. Cass that she and not the solicitor should pay him his fees, and he was paid by her £50 on account of them. The plaintiff delivered the briefs and some of the papers to the defendant. Mrs. Cass in the course of the suit changed her solicitor, and she obtained an order from the Master of the Rolls requiring the plaintiff to deliver up the papers to her. The plaintiff then applied to the defendant for the briefs and papers he had delivered to him, but he declined to give them up, alleging that he had a lien on them for fees, and that he should not deliver them up until they were paid.

The Master of the Rolls, the papers not having been given up by the plaintiff, made the rule absolute for an attachment, and the plaintiff was accordingly taken into custody. He applied to the Master of the Rolls to rescind his order of attachment on the ground that he had no control over the papers, but the Master of the Rolls declined to disturb his order, and the plaintiff remained three or four months in custody. He again applied to the defendant for the papers, but the latter refused to give them up. In 1861 the plaintiff appealed to the Lords Justices, and they reversed the order and discharged him out of custody, leaving him, if he thought proper, to bring an action against the defendant for false imprisonment. The plaintiff had accordingly brought his action, the third count being for trover. An application was made at Chambers in the nature of an interpleader, and then it was that the order complained of was made.

Mr. Justice BLACKBURN said the parties appeared before him in person, and it was such a complicated case he had some difficulty at first in understanding it. The defendant seemed anxious to give up the papers to the proper person, and after well considering the case he thought he made a just order, discharging the defendant and leaving the plaintiff and Mrs. Cass to fight about the papers.

The LORD CHIEF JUSTICE said that to say the least about it it was a very unprofessional arrangement come to between the defendant and Mrs. Cass; the plaintiff had no right to demand the papers from the defendant. The briefs and papers were the client's property, and the attorney had no lien on them, as he had not been the disburser of the money for the fees.

Mr. Justice BLACKBURN said the property in the papers was the matter of an interpleader. The false imprisonment was not the natural consequence of the defendant's act, but the mistake of the Master of the Rolls.

The LORD CHIEF JUSTICE said the plaintiff had suffered from entering into an unprofessional arrangement.

Rule refused.

Jan. 24.—*Winsor* v. *The Queen.*—*Writ of Error.*—The arguments in this case (the nature of which is too well known to need notice) were concluded this morning.

Mr. *Folkard* and Mr. *Collins* appeared for the prisoner.

The Solicitor-General and Mr. *Hannen* for the Crown.

The LORD CHIEF JUSTICE said—The question involved in this case has been so recently before the Court in the case of *The Queen* v. *Charlesworth*, and has been so fully discussed in the arguments that had been urged during the past two days, that I do not think we should gain anything by taking further time to consider our judgment, more especially as there is no doubt whatever in the mind of the learned judges on the judgment we ought to pronounce. I have no hesitation in expressing my opinion that it is within the province of a judge presiding at a criminal trial, in the exercise of his judicial discretion, after a jury has retired to consider their verdict and have remained in deliberation a fully sufficient time, if the jury are agreed on this only, that there is no chance or reasonable expectation of their coming to an unanimous decision to discharge them. The rule laid down by Lord Coke, if it ever truly expressed the law, was certainly very speedily departed from in the administration of justice.

Blackstone lays down the rule that a jury cannot be discharged by the act of the judge, except in cases of evident necessity. In *The King* v. *Abbott* Lord Tenterden discharged a jury after they had been in deliberation fifteen hours, and other instances have been given where judges have done the same thing. Our ancestors insisted on unanimity as the essence of the verdict, but they were unscrupulous how they obtained it. It was a contest between the strong and the weak, the able-bodied and the infirm, as to who could best suffer hunger and thirst and all the miseries incidental to such a state of things. The dicta to be found in the Book of Assize were quoted on the previous day, which loose dicta had been servilely copied by text-writer after text-writer on criminal jurisprudence. In *Conway's case* the judgment of Mr. Justice Crompton, the dissentient judge, carried perfect conviction to my mind. His arguments are overwhelming, and there was no attempt to answer them by the other learned judges. The case of Davidson is a case of misdemeanour, and this is a case of felony, but I can see no distinction in practice between the two classes of cases. It is not the duty of this Court to review the learned judge's discretion. It appears to me a fallacy to say that a mistake is a question of law. It may be a rule of law or of practice to say that a judge shall not discharge a jury except there be a necessity for it; but the question of necessity is to be shown only from the facts and circumstances of the case. It has been urged it is matter of plea; but on a traverse who is to try the facts, the judge or the jury? It seems, therefore, impossible that we can deal with this as matter of error. Whether the judge's discretion has been properly exercised or not is not a question to be raised on a writ of error, but by impeachment. It has been urged that the evidence of a partner in guilt has been improperly admitted in this case. Now that is a matter which we cannot take into consideration. Upon a careful consideration of all the arguments the judgment of the Court must be for the Crown.

The other learned judges concurred.

The prisoner then, according to precedent, was ordered to be taken back to Newgate, and from thence conveyed to Exeter, to undergo sentence of death according to law and the sentence that had been passed upon her.

Jan 25.—*In re an Attorney.*—Mr. Serjeant *Pullen* moved for a rule calling upon an attorney to show cause why he should not be ordered to pay over the sum of £50 which he had received as attorney for Mr. Way, the applicant.

Mr. Justice BLACKBURN.—Why not go to chambers and take out a summons against the attorney to bring in his bill of costs, if any, and the money he has in hand. It is a less costly and more speedy proceeding than by a rule. The former can be done for a few shillings, whereas a rule will cost between £10 and £12.

Mr. Serjt. *Pullen* said he thought it would be found that in the end a rule would be a less costly and more expeditious mode of obtaining the payment of the money.

Rule refused.

IRELAND.

THE SPECIAL COMMISSION.

The trials of the past week possessed no new features of interest; the same charges, the same demurrers to the indictments, the same evidence as to the Fenian conspiracy, varied only so as to implicate the accused, followed by convictions and sentences of penal servitude or imprisonment, according to the degree of guilt brought home to the respective prisoners, have been reiterated until public interest has been almost wearied out. Meantime the protracted sittings may be supposed to have exhausted the powers of the judges

and the counsel, but especially of the jury. Between Dublin and Cork the commission has now sat nearly fifty days almost uninterruptedly; and as over twenty prisoners remain yet for trial, it may continue its sittings until the Circuits of Judges Keogh and Fitzgerald, or either of them, should go out. To suitors this has been of great inconvenience, as the briefs held by the Attorney and Solicitor-General in cases in Chancery (where they enjoy the leading practice) have all been returned, and at the Common Law Bar Messrs. Butt, Q.C., Dowse, Q.C., and Sidney, all in extensive practice, have been almost excluded from business by their engagements for the defence of the prisoners.

The Certificate Tax.

The Irish branch of the profession are preparing for renewed action; a meeting of the members of the Society of the Attorneys and Solicitors of Ireland has been convened for next Wednesday, the 31st. inst., "for the purpose of taking such proceedings as may be necessary in the approaching session of Parliament in reference to the License Duty question."

Forgery and Robbery from a Solicitor, and Escape of the Prisoner from Custody.

At the head police office, Dublin, on Wednesday, a man named James Downey was committed for trial, on a charge of having stolen two blank cheques from Mr. Dwyer, solicitor, of Talbot-street. Having filled up one form for £30, and the other for £60, he forged Mr. Dwyer's name to them, and obtained cash for these amounts at the Royal Bank. After his committal he was about to be placed in the prison van, when, bolting from the constable who had the custody of him, he fled down a narrow and crooked lane in the vicinity of the police office, and, notwithstanding instant pursuit, the constables, on arriving at the other end of the lane, discovered the only return to their late caption to be *non est inventus*.

APPOINTMENT.

Mr. Willoughby Raimondi, of Houghton-street, New-inn, London, Solicitor, to be a perpetual commissioner for taking the acknowledgments of married women.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.

Easter Term, 1866.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

Barker, Theodore.—Frederic Thomas Hall, 15, Gray's-inn-square.

Barnard, John Fryer.—William Chubb, 14, South-square.

Barr, John.—George William Hodge, Newcastle-upon-Tyne.

Barret, Morton.—Joseph M. Barret, Leeds.

Barry, Edwd. Scott Butler.—Thomas Lyde, 1 and 2, Mitre-court-chambers.

Bartlett, Frederic Henry.—Robert Jackson, 44, Bedford-row; R. A. Parker, 41, Bedford-row.

Best, Herbert.—L. P. Bowley, Birmingham.

Birtwistle, Robert Parkinson.—Thomas Crust, Beverley.

Bishop, William Henry.—F. Bishop, Hanley, Stafford; M. F. Blakiston, Hanley, Stafford.

Boddington, Reginald Stewart.—John Rogers, 40, Jermyn-street.

Burrell, Benjamin Robertshaw.—Thomas Simpson, Leeds.

Charlton, Thomas.—Thomas G. Blain, Manchester.

Clarke, Richard Edward.—R. Clarke, Shrewsbury.

Cullimore, John.—Thomas Crossman, Thornbury, Gloucester.

Dalton, John.—Augustus Helder, Whitehaven.

Deverell, John Croft, B.A.—F. J. Ridsdale, Gray's-inn; W. M. Walters, 9, New-square, Lincoln's-inn.

Dyson, Henry Thomas.—William Unwin, Sheffield.

Emanuel, Joel.—William Hickman, Southampton; C. J. Abbott, 8, New-inn, Strand.

England, George, Jun.—George England, Howden.

Evans, Daniel John.—Richard H. Peacock, 3, South-square; James E. Evans, Haverfordwest.

Everitt, Isaac Edward.—Thomas Southall, Worcester.

Firth, Charles.—Charles Jackson, Birstal.

Freeman, Richard John.—R. M. Freeman, 4, Great James-street,

Glennie, William Hobson.—W. S. T. Sandilands, 33, Fenchurch-street.

Goule, Spencer Yarker.—H. C. Passman, Warwick.

Hall, John Cressy.—Thomas C. Hall, Deal.

Harling, Joseph William.—R. W. Childs, 25, Coleman-street.

Harries, David.—W. R. Wilkinson, 4, Nicholas-lane.

Heelis, James.—Stephen Heelis, Manchester.

Hinchliff, Nathaniel.—F. Moojen, 8, Southampton-street, Bloomsbury-square.

Hunt, Alfred Henry.—N. Surridge, Romford.

Jesson, Richard Henry.—John H. Thursfield, Wednesbury; E. P. De Gex, 4, Raymond-buildings.

Kershaw, James.—R. D. Darbishire, Manchester.

Knocker, William Wheatley.—Edward Newman Knocker, Sevenoaks.

Knowles, Robert Andrew.—James Knowles, Bolton.

Knowles, James Hardcastle.—James Knowles, Bolton.

Lake, Frederic Arthur.—A. S. Lawson, 1, John-street, Bedford-row.

Lawson, George Stephenson.—John Robinson, Sunderland.

Lee, Barnard.—Charles V. Lewis, 48, Bedford-row, Holborn.

Leonard, Henry Selfe.—W. Leonard, Bristol.

Lethbridge, Christopher.—J. C. Lethbridge, 25, Abingdon-street, Westminster.

Lopez, Baldomero Hyacinth de Bertodano.—G. F. Hudson, 23, Bucklersbury.

Loxley, John Thomas.—Edmund Baxter, Doncaster.

Lumb, Harold.—R. Duke, Liverpool.

Mann, Thomas Glaisby.—John W. Mann, York.

Marriot, Richard.—R. H. Speed, Nottingham; J. Gwynn, Tenby.

Marshall, Benjamin John.—J. H. Marshall, 12, Hatton-garden.

Mason, Richard Smith.—Henry Beaumont, Grantham.

Mellersh, William Henry.—E. T. Brydges, 11, Gray's-inn-square.

Millard, George Williams.—George Millard, Axbridge, Somerset.

Moore, Walter Edward.—J. W. H. Richardson, Leeds.

Mourilyan, E. J. Thomas Judge.—Daniel Boys, 5, Lincoln's-inn-fields.

Nelson, Charles Frederick.—William Smith, Dartmouth.

Nettleship, John Nivett.—Henry J. Nettleship, Kettering; John Iliffe, 2, Bedford-row.

Newall, Samuel Arthur.—Edmund Harris, Rugby.

Nodder, George.—J. W. Taylor, 28, Great James-street.

Oliver, William Henry.—William E. Oliver, 16, New Bridge-street.

Palmer, George.—William Clarke, 29, Coleman-street.

Parker, Robert.—H. B. Miller, Norwich.

Parkinson, Edward Sutcliffe.—G. P. Hill, Brighton; H. C. Chilton, Chancery-lane.

Peele, Richardson.—Richard Thompson, Durham.

Peppercorn, Walter.—E. B. Jennings, Burton-upon-trent; John Hawkins, 2, New Boswell-court.

Porter, James Neville.—James C. Rowley, Manchester.

Potter, George Gybbon.—John Potter, Walsall.

Raine, William.—Joseph Dodds, Stockton-on-Tees.

Raimondi, Ll. Willoughby.—Willoughby Raimondi, 16, Houghton-street, New-inn.

Raper, William Augustus.—C. H. Binstied, Portsmouth; E. L. Rowcliffe, Bedford-row.

Rivington, Archibald.—Charles Rivington, 12, Upper Woburn-place.

Roberts, J. Bennet, Jun.—William Unwin, Sheffield.

Rogers, James Charles Frampton Warrington.—J. & C. Rogers, 7, Westminster-chambers, Westminster.

Roscoe, Roscoe.—Hargreaves & Knowles, Newchurch, in the Forest of Rossendale.

Salter, Kyffin George.—George Salter, Ellesmere.

Samson, Harry.—William Newton, East Retford.

Sayles, Lewis Charles.—H. K. Hebb, Lincoln; Messrs. Gregory & Co., 1, Bedford-row.

Seymour, Edward.—E. J. Bristow, 1, Copthall-court.

Shapland, Arden Avery.—J. W. Jewitt, 61, Coleman-street.

SMITH, CHARLES SEBASTIAN.—Charles Smith, Leicester.
STREETON, ARTHUR ASTON.—Sidney Alleyne, Tonbridge.
TASKER, ROBERT TALBOT.—Frederick Talbot, 47, Bedford-row; F. T. Tasker, 47, Bedford-row.
TATHAM, PERCY CHARLES FRENCH.—Montagu J. Tatham, 26, Great Carter-lane; H. W. Purkis, 1, Lincoln's-inn-fields.
THOMAS, ROBERT.—E. Johnson, St. Helen's.
THOMPSON, JOHN GRUNDY.—H. Thompson, Grantham.
TYRRELL, EDWIN.—H. Tyrrell, 14, Gray's-inn-square.
UNICUME, JOHN JENNINGS. — J. E. Wilson, Cranbrook, Kent.
VINCENT, LOUIS PHILIP. — H. C. Chilton, 25, Chancery-lane.
VINING, REGINALD.—James T. Vining, 4, Moorgate-street-buildings.
WAINEWRIGHT, WILLIAM. — Robert A. Wainewright, 6, New-square, Lincoln's-inn.
WALKER, JAMES.—W. S. Cookson, 6, New-square, Lincoln's-inn.
WARD, WILLIAM.—W. S. Ward, Leeds.
WELLS, ARTHUR ALLIOT, B.L.—A. Wells, Nottingham.
WELLS, CHARLES HUGH.—J. R. Powell, Haverfordwest; Messrs. Eyre & Lawson, 1, John-street, Bedford-row.
WHITE, THOMAS LEWIS —John Morgan, Merthyr Tydfil.
WILLIAMS, HARRY SAMUEL.—W. A. Brabant, 1, Saville-place, New Burlington-street; and 2, Phillimore-gardens, Kensington.
WINDEATT, THOMAS WHITE.—W. F. Windeatt, Totnes; F. B. Cumming, Totnes.
WINDER, THOMAS HALL.—James Winder, Bolton-le-Moors; Robert Winder, Bolton-le-Moors.
WOOLSEY, JOHN WESLEY.—Joseph Nowell, Barton-on-Humber.
WRIGHT, ALBERT TOMLINSON.—Peter Wright, Liverpool; M. M. Johnson, 20, Austin-friars.

Easter Term, 1866, *Pursuant to Judges' Orders.*

ATKINSON, WILLIAM ADAIR.—John Clayton, Newcastle-upon-Tyne.
CHADWICK, SAMUEL JOSEPH.—Benjamin Chadwick, Dewsbury.
DAVY, HENRY SAMUEL.—Robert Davy, Ringwood.
GEAUSSENT, JAMES.—Henry R. Silvester, 18, Great Dover-street, Southwark.
HEATH, THOMAS. — Thomas Daniel Saint George Smith, Derby.
PRESTON, CHARLES SANSOME. — George James Robinson, 35, Lincoln's-inn-fields.
STEPHENS, THOMAS.—George William Hodge, Newcastle-upon-Tyne.
WALKER, WILLIAM.—David Henry Stone, 33, Poultry.

Easter Vacation, 1866, *pursuant to* 23 *and* 24 *Vict. cap.* 127.

ROBERTS, ALFRED WILLIAM.—Thomas Roberts, Rochdale; William Roberts, Rochdale.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. R. HORTON SMITH, on Conveyancing, Monday, January 29.
Mr. E. CHARLES, on Equity, Friday, February 2.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

HOURS OF ATTENDANCE.

Elementary classes, 4.30 to 5.30 p.m.
Advanced ,, 5.30 to 6.30 p.m.

Mr. M. H. COOKSON on Equity—
Monday, Jan. 29, class B, elementary and advanced.
Thursday, Feb. 1, ,, A, ,, ,,

Mr. A. BAILEY on Conveyancing—
Tuesday, Jan. 30, class A, elementary and advanced.
No class on Friday, Feb. 2.

Mr. W. MARKBY on Common Law—
Wednesday, Jan. 31, class A, elementary and advanced.

We are compelled by want of space to hold over till next week the list of candidates who have passed the final examination.

COURT PAPERS.

QUEEN'S BENCH.

This Court will, on Thursday the 1st, Friday the 2nd, and Saturday the 3rd days of February next, and also on Friday the 9th, and Saturday the 10th days of the said month of February, hold sittings, and will proceed in disposing of the cases in the new trial, special, and crown papers, and any other matters then pending; and will also hold a sitting on Saturday, the 17th day of the said month of February, for the purpose of giving judgments only.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knt., Lord Chief Baron of Her Majesty's Court of Exchequer, after Hilary Term, 1866.

SPECIAL JURIES AND COMMON JURIES.

In Middlesex. — Thursday, February 1, to Saturday, February 10, daily.
In London. — Monday, February 12, to Wednesday, February 28, daily.
The Court will sit at ten o'clock each day.
A second Court will sit for the trial of causes when necessary.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, January 25, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 86⅞	Annuities, April, '85, —
Ditto for Account, Jan. 9—87⅛	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87	Ex Bills, £1000, 3 per Ct. dis
New 3 per Cent., 86⅞	Ditto, £500, Do. 6 dis
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. 5 dis
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5½ per Ct. (last half-year) —
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 —	Ind. Enf. Pr., 4 p C., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79, —
Ditto 5 per Cent., July, '70, 102⅝	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66, —
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	129
Stock	Glasgow and South-Western	100	110
Stock	Great Eastern Ordinary Stock	100	39½
Stock	Do., East Anglian Stock, No. 2	100	8
Stock	Great Northern	100	128
Stock	Do., A Stock*	100	146
Stock	Great Southern and Western of Ireland	100	93
Stock	Great Western—Original	100	58½
Stock	Do., West Midland—Oxford	100	41
Stock	Do., do.—Newport	100	37
Stock	Do., do.—Hereford	100	103
Stock	Lancashire and Yorkshire	100	121½
Stock	London and Blackwall	100	91
Stock	London, Brighton, and South Coast	100	103
Stock	London, Chatham, and Dover	100	38
Stock	London and North-Western	100	125½
Stock	London and South-Western	100	94
Stock	Manchester, Sheffield, and Lincoln	100	62½
Stock	Metropolitan	100	125½
10	Do., New	£4:10	3 pm
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	59
Stock	North London	100	128
10	Do., 1864	5	7
Stock	North Staffordshire	100	77
Stock	Scottish Central	100	149
Stock	South Devon	100	57
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	150
10	Do., C	3	4 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	52

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

£8 per cent. we shall have *usque ad nauseam*, so far as the directors of the Bank of England are concerned. Is it possible that they are playing a little game in this matter? There certainly appears to be no necessity for their turning the screw

so very tightly, for the weekly returns published on Thursday are by no means unsatisfactory. The amount of notes in circulation is £20,972,380, being a decrease of £433,870, and the stock of bullion in both departments is £13,070,760, which exhibits an increase of £38,926 beyond the previous return. There has been also a decrease in the private securities. With 13 millions of bullion the old lady of Threadneedle-street, one should think, need not be quite so stingy, especially as the reserve has increased by £507,085. The foreign exchanges, no doubt, are adverse, and, therefore, point to the likelihood of a speedy export of gold. But, so long as the reserve increases, in despite of this adverse tendency, there is no reason why more importance should be attached to the foreign exchanges than they deserve. When the reserve actually declines, it would be time enough to apply a remedy. Moreover, as there is an influx of sovereigns from the provinces, there must, *pro tanto*, be a drain of gold abroad, assuming that our circulation was previously in a proper state of equilibrium. Perhaps the directors of the Bank of England wish to show the public that the Bank Charter Act of 1844 could be repealed, and the whole circulation be safely confided to their management, just as they manage these things in France. The directors know very well that, even if the Act of 1844 were repealed, Parliament would never allow free trade in bank-note issues, so as to permit every one who wished, to set up a bank of issue. The effect of such a monetary system is not unknown to us. The present generation remember, alas, too well, the periodical convulsions to which free-trade in banking used formerly to lead. On the repeal of the Act of 1844 (which statute makes our currency vary precisely as if it were metallic), the only alternative would be to have a single bank of issue, and not many. Therefore, the old lady referred to is exhibiting extreme discretion, not, perhaps, without some expectation of soon having a monopoly of the currency. For, be it remembered, her present monopoly, so far as the issue department of the Bank is concerned, is a mere nominal monopoly, as she could not to-morrow issue a single additional £5 note without having five sovereigns more in her coffers than she has at present. A memorial, intended to be presented to Earl Russell and Mr. Gladstone, has recently been extensively signed at Liverpool, praying for a repeal of the Act of 1844. It is, therefore, not unlikely that the Bank directors have some hopes of acquiring a footing for the Bank such as the Bank of France enjoys. For our part, we consider the repeal of the Act of 1844 as unlikely as the restoration of the Heptarchy, and that the Liverpool memorialists might as well seek for the one as for the other.

A reduction of the rate of discount by the directors at their weekly court on Thursday, strange to say, notwithstanding the favourable nature of the returns, was not expected. After the court separated, however, the rates in the general market slightly increased, as many held aloof, hoping that the Bank might possibly lower the rate. First class paper could be discounted at 7¼ and ⅜ths per cent. before the court separated, but afterwards the rates improved to 7½ and 7¾. There has been greater pressure on the joint-stock banks, and full terms have been charged for accommodation.

Dealings in the funds have been of a very limited nature, and prices have partly receded. Foreign stocks exhibit the same condition. Railway shares on sales have been exceedingly heavy, a fall of nearly 1 per cent. having taken place. Bank, finance, and miscellanous, labour under the same complaint, which, in some cases, threatens to end in a panic. And, in short, the pressure of any amount of stock leads to a decline. The cause of all this, no doubt, is the dearness of discounts and consequent difficulty of procuring ready cash for purchases.

The rate of the Stock Exchange early on Thursday was 5 per cent.; afterwards a large amount was required from the money-jobbers there, and the terms for short loans increased to 5½ and 6 per cent.

The connexion of private firms with limited companies, which is the most recent development of the limited "idea," proceeds with accelerated pace. The prospectus of the London, Asiatic, and American Company has been issued, which concentrates, in a joint stock focus, four, hitherto separate, houses. The capital is to be £1,000,000 in 50,000 shares of £20 each, with power to increase the partners. The four concerns have subscribed one-half of the capital, and entered into various stipulations to indicate the *bona fides* of the transmutation. Their opinion is that the four concerns, when amalgamated, can be carried on with a great diminution of expense. This is certainly an usual result of the employment of capital on a large scale in transactions which are of a somewhat routine nature, and are, therefore, fit for a joint-stock company to conduct. But most private firms hardly admit of such consolidation being effected with advantage.

The Master of the Rolls has ordered that the voluntary winding up of the General Floating Dock Company (Limited) be continued, but subject to the supervision of the Court.

At the meeting yesterday of the Great Eastern Railway Company the committee of investigation were elected to act as directors, and their report was accepted.

A Loss to Archæology.—During the severe gales that have prevailed a loss has been sustained which can never be replaced. It is well known that the oldest house in England is the one at the bottom of Blue Anchor-lane, West Quay, formerly the residence of King John. The remains of this building have long been used as a store and cart shed, and we regret to announce that the force of the wind has blown down one of the walls, thereby destroying a secret court that existed within the wall, and which led to a subterranean passage, planned for the escape of its beleaguered occupants. In one of the walls of the house is a recess, the size and form of a human being, tradition asserting that a poor wretch was built into the wall alive, and there left by his barbarous jailors to perish by the slow and torturing pangs of hunger.

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

Jan. 24.—By Messrs. Winstanley & Horwood.

Leasehold manufacturing premises, with the whole of the plant machinery, and materials, together with the leases of large tracts of land and a residence situate at Carleon Cove, Lizard, Cornwall, belonging to the Lizard Surpentine Company (Limited)—Sold for £3,760.

Lease (21 years from 1861, at £135 per annum) of the shop No. 24, St. James's-street—Sold for £35.

Jan. 25.—By Messrs. Daniel Smith, Son, & Oakley.

Freehold estate, situate in the parishes of Wroot and Haxey, Lincolnshire, and Misson and Finningley, Nottingham, comprising a farm-house, known as Bull Hassocks, with homestead; a farm-house and homestead known as Misson Errings, and about 934 acres of land—Sold for £19,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

AYRTON—On Jan. 23, at Regent's-park-road, the wife of A. Ayrton, Esq., Solicitor, of a son.

BESLEY—On Jan. 21, at Brixton, the wife of Edward T. E. Besley Esq. Barrister-at-Law, of a son.

DEALTRY—On Jan. 16, at Freshford, the wife of T. B. Dealtry, Esq., of the Middle Temple, of a son.

MATTHEWS—On Jan. 17, at Upper Sutton, the wife of M. Matthews jun., Esq., Solicitor, of a daughter.

SOLOMON—On Jan. 18, at North Brixton, the wife of S. Solomon, Esq., of Finsbury-place, Solicitor, of a son.

MARRIAGES.

CUTHBERTSON—COLLINS—On Jan. 18, at St. Phillip and St. James, Oxford. H. Cuthbertson, Esq., Solicitor, and Coroner for Neath, to Lucie, daughter of J. W. Collins, Esq., Oxford.

JARDIN—ELLIS—On Jan. 16, at St. James', Clapham. W. Jardin, Esq., King's Bench-walk, Temple, to Elinor, daughter of G. H. Ellis, Esq., Clapham.

PLUMTRE—BECHER—On Jan 24, at St. Paul's, Camden-square, J. Plumtre, Esq., Barrister-at-Law, of Essex-court. Temple, to Adelaide, widow of the late R. Becher, Esq., Kynaad, East Indies.

DEATHS.

AMOS—On Jan. 11 at Sea, G. A. Amos, Esq., Police Magistrate and Warden, Victoria, also Isabella D., wife of the above.

BARBER—On Jan. 18, in North Devon, L. O., Captain R. E., son of the late C. H. Barber, Esq., Q.C., aged 36.

BELL—On Jan. 19, A. M. Bell, Esq., W.S., Professor of Conveyancing in the University of Edinburgh, aged 56.

CAIGER—On Jan. 18, at Downton, Wilts, F. Caiger, Dsq., Solicitor, Winchester, aged 70.

CHAPMAN—On Jan. 11, at sea, Catherine, the wife of Mr. Justice Chapman, Dunedin, New Zealand, also H. B. Chapman, LL.B., Barrister-at-Law, Inner Temple, also Catherine A., and Walter Chapman, the daughter and son of the above.

HAYLLAR—On Dec. 26, at Bombay, J. P., son of T. C. Hayllar, Esq., Barrister-at-Law.

REED—On Jan. 10, at West Dulwich, J. Reed, Esq., Solicitor, aged 61.

TUCKER—On Dec. 7, at Mooltan, Letitia, daughter of the late R. S Tucker, Esq., Judge of Futteypoore, aged 20.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, Jan. 19, 1866.

Limited in Chancery.

Axton Mining Company (Limited) —Vice-Chancellor Wood has, by an order dated Jan 10, appointed Edwin Laundy, Waterloo-st, Birm, to be official liquidator.

Montes Aureos Brazilian Gold Mining Company (Limited).—Petition for winding-up, presented Jan 16, directed to be heard before the Master of the Rolls on Jan 27. Bird, Guildford-st, Russell-sq, solicitor for the petitioner.

New Weedon Iron Company (Limited).—Petition for winding-up, presented Jan 15, directed to be heard before the Master of the Rolls on the first day of petitions after Hilary Term. Tyrrell Gray's-inn-sq, solicitor for the petitioner.

St Cuthbert Lead Smelting Company (Limited).—Order to wind-up, made by the Master of the Rolls, dated Jan 13. Young & Co Frederick's-pl, Old Jewry, solicitors for the petitioner.

Unlimited in Chancery.

Free Trade Benefit Building Society.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Frederick Maynard, 27, Bread-st, Cheapside. Saturday, March 3 at 12, is appointed for hearing and adjudicating upon the debts or claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 19, 1866.

Holt, John, Twyford, Hants. Feb 24. Aylward v Dedman, V. C. Kindersley.

Jacob, Hy Michael, Esq, Westbourne-pl, Hanover-sq. Feb 15. North v H. M.'s Attorney-General, V. C. Kindersley.

Lee, Rev Wm, Stanton-upon-Arrow, Hereford, Clerk. Feb 28. West v Lee, V. C. Stuart.

Lowden, John Dawson, Esq, Kildare-ter, Bayswater. Feb 16. MacGillivray v Lowden, M. R.

Roffey, Richd, Canterbury-pl, Walworth, Gent. Feb 9. Roffey v Early, V. C. Wood.

Solloway, Wm Danl, Leamington, Warwick, Cattle Dealer. Feb 24. Solloway v Solloway, V. C. Kindersley.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 19, 1866.

Allport, Mary Anne, Aldridge, Stafford, Spinster. March 25. Rutter & Neve, Wolverhampton.

Archer, Chas, Brailsford, Derby, Farmer. March 10. Holland, Ashborne.

Bargate, Geo, Newcastle-upon-Tyne, Tanner. Feb 13. Fenwicks & Falconar, Newcastle-upon-Tyne.

Cam, Joseph, Penistone, York, Gent. March 1. Wightman & Son, Sheffield.

Carr, Riley, Sheffield, Merchant. March 1. Wightman & Son, Sheffield.

Combes, John, East Wittering, Sussex, Yeoman. Feb 21. Sowton & Son, Chichester.

Comber, Rebecca, Cambridge, Widow. Feb 11. Foster & Harris, Cambridge.

Dobson, Michael, Ilkley, York, Lodging-house Keeper. March 19. Payne & Co, Leeds.

Fawcett, Wm, Sheffield, Merchant. March 1. Wightman & Sons, Sheffield.

Fauvel, Rev Theodore, Glossop, Derby, Roman Catholic Priest. March 5. Ellison, Manch.

Garnett, Peter, Otley, York, Paper Manufacturer. Feb 23. Newstead & Son.

Geary, John, Thornton, Leicester, Farmer. March 10. E. & T. Fisher, Ashby-de-la-Zouch.

Moren, Wm, Edenbridge, Kent, Farmer. March 29. Tournay.

Pugh, John, Ambleston, Pembroke, Clerk. March 1. James & James, Haverfordwest.

Rason, Wm, Eastbourne, Sussex, Gent. Feb 26. Coles, Eastbourne.

Sayer, Eliz, St Martin's, Guernsey, Widow. March 8. Dyke & Stokes, Bennet's-hill, Doctors'-commons.

Stammers, Danl, Romford, Essex, Gent. Feb 27. Surridge & Francis, Romford.

Walcot, Mary, Bitterley, Salop, Spinster. June 24. Parker & Co, Worcester.

Warren, John, Church-st, Marylebone, Gent. March 1. G. & E. Hilleary, Fenchurch-buildings, Fenchurch-st.

Wardle, Thos, Mortlake, Surrey, Veterinary Surgeon. Feb 15. Kempson & Co, Abingdon-st, Westminster.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 19, 1866.

Barnes, Geo, Bollington, Chester, Provision Dealer. Jan 5. Comp. Reg Jan 18.

Blake, Joseph Frennes, Brighton, Sussex, Captain in Royal Sussex Light Infantry. Jan 8. Comp. Reg Jan 17.

Beakenhout, John Tomlinson, Malpas, Chester, Farmer. Dec 27. Asst. Reg Jan 17.

Brock, Hy, Hooper's-ct, Knightsbridge, Butcher. Jan 17. Comp. Reg Jan 19.

Brooksbank, Wm, Leeds, Forgeman. Jan 11. Asst. Reg Jan 18.

Buswell, Chas Thos, Odiham, Southampton, Grocer. Dec 20. Asst. Reg Jan 13.

Capon, Herbert, Walton, Suffolk, Grocer. Jan 13. Asst. Reg Jan 18.

Cartwright, John, Aston-juxta-Birm, & Thos Cartwright, King's Norton, Worcester, Tin Plate Workers. Dec 22. Comp. Reg Jan 19.

Crompton, Thos, Cheadle, Stafford, General Shopkeeper. Dec 22. Asst. Reg Jan 19.

Cussans, Richd, sen. Leeds, Butcher. Dec 22. Asst. Reg Jan 16.

Dean, Thos, Carlisle, Cumberland, Draper. Dec 20. Asst. Reg Jan 17.

Develin, Hy, Hastings, Sussex, Grocer. Dec 21. Comp. Reg Jan 18.

Earp, Eliz, Cosford, Salop, Farmer. Jan 3. Comp. Reg Jan 17.

Eumorfopoulo, Aristides Geo, Lpool, Merchant. Dec 30. Comp. Reg Jan 17.

Everall, Edwd, Wolverhampton, Stafford, Beer Retailer. Dec 21. Asst. Reg Jan 15.

Farquharson, Robt Craufurd, Wokingham, Berks, Farmer. Dec 18. Asst. Reg Jan 15.

Feather, Timothy, & Nicholas Bailey Feather, Keighley, York, Spinners. Dec 20. Asst. Reg Jan 16.

Friend, Francis, Weston, Somerset, Blacksmith. Jan 13. Asst. Reg Jan 17.

Galley, Thos Goodall, Northwich, Chester, Draper. Dec 23. Comp. Reg Jan 17.

Greenwood, Wm, Leeds, Labourer in Chemical Works. Dec 20. Asst. Reg Jan 15.

Griffiths, Morris, Lpool, Grocer. Jan 10 Asst. Reg Jan 19.

Hawksley, Winfield, Sheffield, Coal Merchant. Dec 22. Asst. Reg Jan 17.

Holland, Hy, & Wm Stiff, Birm, Patent Jet Manufacturers. Dec 22. Asst. Reg Jan 17.

Hollinshead, John, Stockport, Chester, Publican. Dec 26. Comp. Reg Jan 19.

Hopper, Hy, Gifford-st, Caledonian-rd, Carpenter. Dec 18. Comp. Reg Jan 15.

Hugon, Gabriel, Cannon-st West, Comm Agent. Jan 1. Comp. Reg Jan 19.

Kilshaw, John Foster, New Brighton, Chester, Boot Maker. Dec 30 Comp. Reg Jan 18.

Lofthouse, Robt, Harrogate, York, Tailor. Dec 22. Asst. Reg Jan 19.

Mawson, Richd Rowland, & Francis Scott Taylor, York, Carriers. Dec 28. Comp. Reg Jan 18.

Mayfield, John, Barnes, Surrey. Dec 22. Comp. Reg Jan 17.

McCrae, Wm, North-end-ter, Hammersmith, Draper. Dec 28. Asst. Reg Jan 18.

Mercer, David, Thos Mercer, Jonathan Mercer, & Joseph Mercer, Gt Harwood, Lancaster, Cotton Manufacturers. Dec 20. Asst. Reg Jan 17.

Nash, Thos, High Wycombe, Bucks, Builder. Oct 2. Asst. Reg Jan 15.

Ogden, John, Huddersfield, York, Cotton Spinner. Dec 29. Asst. Reg Jan 18.

Parker, Thos Nathaniel, Lpool, Estate Agent. Jan 6. Inspectorship. Reg Jan 19.

Powell, Nathaniel, Cardiff, Glamorgan, Coal Merchant. Jan 15. Comp. Reg Jan 18.

Richards, Saml Wannerton, Birm, Hatter. Jan 9. Comp. Reg Jan 19.

Richards, Saml, Truro, Cornwall, Boot Maker. Dec 21. Asst. Reg Jan 17.

Ridley, Joseph, Bishopwearmouth, Durham, Builder. Dec 22. Comp. Reg Jan 18.

Rowlands, Wm, Birkenhead, Chester, White Cooper. Jan 12. Asst. Reg Jan 17.

Saunders, Walter Fredk, Wood-st, Cheapside, Warehouseman. Jan 4. Asst. Reg Jan 19.

Sharpe, Catherine Sarah, Malmesbury, Wilts, Widow. Jan 5. Asst. Reg Jan 17.

Shields, Wm, Bradford, York, Licensed Victualler. Dec 21. Asst. Reg Jan 17.

Short, Edwin, Manch, Fruiterer. Jan 11. Comp. Reg Jan 18.

Stephenson, Mary Ann, Monkwell-st, Stay Manufacturer. Jan 10. Comp. Reg Jan 18.

Tomson, Jas Saml Wm, Bridgewater-sq, Barbican, Fancy Box Manufacturer. Jan 8. Comp. Reg Jan 19.

Ward, Wm, Manch, Tailor. Jan 9. Comp. Reg Jan 16.

Bankrupts.

FRIDAY, Jan. 19, 1866.

To Surrender in London.

Adams, Geo, Star-st, Edgware-rd, Cab Proprietor. Pet Jan 15. Jan 30 at 11. Rodwell, Connaught-ter, Edgware-rd.

Betts, Geo, Eastry, Kent, Butcher. Pet Jan 15. Jan 30 at 11. Sweeting & Co, Southampton-buildings.

Bird, Isaac, Hatfield Broad Oak, Essex, Carpenter. Pet Jan 17. Jan 31 at 12. Evans, John-st, Bedford-row.

Broad, Arthur, Lower Sydenham, Kent, Bookkeeper. Pet Jan 17. Jan 31 at 12. Paxon & Hallam, New Boswell ct, Lincoln's-inn.

Creagh, Chas Myers, Brighton, no occupation. Pet Jan 16. Feb 9 at 1. Keane, Lincoln's-inn-fields.

Dalton, Jas Carter, George-yd, Lombard-st, Attorney-at-Law. Pet Jan 17. Jan 31 at 12. Lawrance & Co, Old Jewry-chambers.

Davis, John, & John Davis, jun, Aldershot, Hants, Contractors. Pet Jan 15. Jan 30 at 12. Dean & Co, New Broad-st.

Evans, Field, Church-st, Shoreditch, out of business. Pet Jan 15. Jan 31 at 11. Hall, Coleman-st.

Funnell, Ebenezer, Sydney-ter, Leslie-park-rd, Croydon-common, Carpenter. Pet Jan 17. Jan 31 at 12. Marshall, Lincoln's-inn-fields.

Gale, Jas, Aldershot, Hants, Hotel Keeper. Pet Jan 15. Feb 9 at 1. Linklaters & Co, Walbrook.

Green, Joseph, Rosemary-cottages, New North-rd, out of employment. Pet Jan 16. Jan 30 at 12. Steadman, Coleman-st.

Hartshorn, Edwd Townsend, Paddington-st, St Marylebone, Grocer. Pet Jan 16. Feb 9 at 1. Rodwell, Connaught-ter, Edgware-rd.

Hayward, Richd, Temple-st, Southwark, Manager to a Licensed Victualler. Pet Jan 17. Jan 31 at 12. Chidley, Old Jewry.

Jesshop, Edwd Thos, Alma-rd, Stepney, out of business. Pet Dec 15. Jan 30 at 11. Chalk, Coleman-st.

Kendall, Chas Fredk, Paternoster-row, Bookseller. Pet Jan 15. Jan 31 at 11. Lewis & Lewis, Ely-pl, Holborn.

Leach, John Hy, Holborn, Dining-rooms Keeper. Pet Jan 11. Jan 30 at 12. Westall, Gray's-inn-sq.

Mallous, Wm, Canterbury-rd, Croydon, Contractor. Pet Jan 17. Feb 9 at 2. Marshall, Lincoln's-inn-fields.

Morris, Jas Diddaums, Westbourne-ter, Bayswater, Commercial Traveller. Pet Jan 16. Feb 9 at 1. Field & Co, Lincoln's-inn-fields.

Morgan, Matthew Somerville, Catelowes-rd, Camden-town, Draughtsman. Pet Jan 15. Jan 31 at 11. Gold & Son, Serjeants'-inn, Chancery-lane.

Mostyn, Robt John, Prisoner for Debt, London. Pet Jan 16 (for pan). Feb 14 at 11. Whitehouse, Lincoln's-inn-fields.

Myers, Abraham, Middlesex-st, Aldgate, Hat Manufacturer. Pet Jan 16. Jan 30 at 12. Lewis & Lewis, Ely-pl, Holborn.

Partridge, Eli, New Kent-rd, Boot Maker's Assistant. Pet Jan 17. Feb 9 at 2. Porter, Coleman-st.

Riley, Wm, Culmore-ter, Old Kent-rd, Builder. Pet Jan 15. Jan 30 at 12. Lindas, Cheapside.

Spencer, Wm Churchill, Lewisham, Kent, Job Master. Pet Jan 16. Jan 31 at 11. Silvester, Gt Dover-st, Newington.

Taylor, Hy, Lupus-st, Pimlico, Cab Proprietor. Pet Jan 17. Jan 30 at 12. Goldrick, Strand.

Veitch, John, Davies-st, Oxford-st, Comm Agent. Pet Jan 15. Feb 9 at 12. Peverley, Coleman-st.

Wainwright, Wm, Soho, Tailor. Pet Jan 17. Jan 30 at 1. Olive, Portsmouth-st, Lincoln's-inn.

Watson, Wm, Guildford, Surrey, Tea Dealer. Pet Jan 16. Feb 9 at 2. Linklaters & Co, Walbrook.

Wright, Wm, Warrington-crescent, Paddington, Builder. Pet Jan 15. Feb 9 at 12. Reed, Guildhall-chambers, Basinghall-st.

To Surrender in the Country.

Anderson, John, Consett, Durham, Licensed Victualler. Pet Jan 12.

Newcastle upon-Tyne, Jan 31 at 12. Scarfe & Britton, Newcastle-upon Tyne.

Baldwin, Edwin Cosmo, East Dean, Gloucester. Plumber. Pet Jan 12. Newnham, Jan 31 at 10 Whatley, Mitcheldean.

Bell, Thos Taylor, Jarrow, Durham. Grocer. Pet Jan 17. Newcastle-upon-Tyne, Jan 31 at 11.30. Harle & Co. Newcastle-upon-Tyne.

Blackburn, Wm. Prisoner for Debt, Manch. Pet Jan 12 (for pau). Manch. Feb 12 at 9.30 Nuttall, Manch

Bradley, John, Milton-next-Gravesend Kent, Licensed River Pilot. Pet Jan 17. Gravesend. Feb 2 at 2. Marshall, Lincoln's-inn-fields.

Brandreth, Wm. Leicester, out of business. Pet Jan 13. Leicester. Feb 3 at 10 Chamberlain, Leicester.

Browne, Thos Chapman, Leicester, Bookseller. Pet Jan 17. Birm, Feb 13 at 11. Hodgson & Son, Birm.

Bruton, Chas, sen, Saml Rogers Bruton, & Francis Jas Bruton, Manch, Ink Manufacturers. Pet Jan 15. Manch, Jan 31 at 11. Heath & Sons, Manch.

Burn, Wm Alnwick, Newcastle-upon-Tyne, Provision Dealer. Pet Jan 15. Newcastle. Feb 3 at 10. Bousfield, Newcastle upon Tyne.

Chambers, Anthony, & Wm Chambers, Kendal. Westmorland, Stonemasons. Pet Jan 16. Kendal, Feb 2 at 10. Thompson, Kendal.

Cheetham, Saml Howard, Stockport, Chester, Cotton Spinner. Pet Jan 11. Manch, Jan 31 at 11 Leigh, Manch.

Clarke, David, Dockham, Gloucester, Miner. Pet Jan 12. Newnham, Jan 31 at 10. Whatley, Mitcheldean.

Cooper, Joseph Fletcher, Gt Yarmouth, Norfolk, Hackney Carriage Proprietor. Pet Jan 17. Gt Yarmouth, Jan 30 at 12. Wiltshire, Gt Yarmouth.

Davies, Thos, Prisoner for Debt, Cardigan. Adj Jan 11. Bristol, Jan 31 at 11.

Deeley, Wm. Stourbridge, Worcester, Mine Agent. Pet Jan 15. Stourbridge, Feb 2 at 10. Smith, Birm.

Fencott, Mary Anne, Birm, out of business. Pet Jan 16. Birm, Jan 31 at 12. Allenby, Birm.

Freeman, Danl, Leicester, Cattle Dealer. Pet Jan 13. Leicester, Feb 3 at 10. Chamberlain, Leicester.

Freedman, Marks, Merthyr Tydfil, Glamorgan, Clothier. Pet Jan 17. Merthyr Tydfil, Jan 30 at 11. Plews, Merthyr Tydfil.

Garrett, Joseph Miller, Bristol, Painter. Pet Jan 16. Bristol, Feb 9 at 12. Clifton.

Inman, Wm, Lpool, Watchmaker. Pet Jan 16. Lpool, Jan 31 at 3. Henry, Lpool.

Jones, Danl, Ebbw Vale, Monmouth, Innkeeper. Pet Jan 11. Tredegar. Feb 9 at 2. Plews, Merthyr.

Lovell, Albert, Devizes, Wilts, Hair Dresser. Pet Jan 8. Devizes, Jan 19 at 11 Rawlings, Melksham.

MacDonald, Michael, Carlisle, Cumberland, Boot Maker. Pet Jan 13. Carlisle, Jan 31 at 11. Donald, Carlisle.

Manning, John Chas, Swansea, Glamorgan, Licensed Victualler. Pet Jan 17. Bristol, Jan 31 at 11. Simons & Morris, Swansea.

Morris, Richd, Prisoner for Debt, Monmouth. Pet Jan 16. Bristol, Jan 31 at 11. Williams, Monmouth.

Palmer, Wm, Southsea, Hants, Comm Agent. Pet Dec 28. Portsmouth, Jan 29 at 11. Cousins, Portsea.

Pallister, Geo Hy, Kingston-upon-Hull, Milliner. Pet Jan 17. Kingston-upon-Hull, Jan 31 at 10 30. Summers, Hull.

Pound, Hy, Llandaff, Glamorgan, Grocer. Pet Jan 17. Bristol, Jan 31 at 11. Griffith, Cardiff.

Powell, Thos Hy, Prisoner for Debt, Manch. Adj Dec 15. Manch, Jan 13 at 9 30. Law, Manch.

Redding, Geo, Church Tysoe, Warwick, Innkeeper. Pet Jan 17. Shipston-on Stour, Feb 3 at 12. Kilby, Banbury.

Stapley, John, Brighton, Sussex, Potato Salesman. Pet Jan 13. Brighton, Feb 2 at 11. Lamb, Brighton.

Stenton, Nathaniel, Carlisle, Cumberland, Innkeeper. Pet Jan 15. Carlisle, Jan 31 at 11. Wannop, Carlisle.

Symons, Hy Hamlin, Heavitree, Devon, Labourer. Pet Jan 17. Exeter, Jan 30 at 11. Flood, Exeter.

Tandy, Ann, Birm, out of business. Pet Jan 15. Birm, Feb 16 at 10. Ansinder, Birm.

Turner, Michael, Chatham, Kent, out of business. Pet Jan 16. Rochester, Jan 30 at 2. Hayward, Rochester.

Varley, Wm Manch, Salesman. Pet Jan 16. Stockport, Feb 2 at 12. Leigh, Manch.

Verity, Wm, Bradford, York, Worsted Spinner. Pet Jan 16. Leeds, Feb 5 at 11. Carter, Bradford.

Woodroof, Mary, Brighton, Sussex, Schoolmistress. Pet Jan 16. Brighton, Feb 5 at 11. Lamb, Brighton.

Young, Chas Felsted, Essex, Blacksmith. Pet Jan 10. Dunmow, Jan 31 at 10. Cardinall & Wright, Halstead.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 19, 1866.

Bradshaw, Wm Jas, Manch, Beer Retailer. Dec 29.

Browning, Edwd, Bishponds, Gloucester, Beerhouse Keeper. Jan 17.

Gilburd, Chas, Horsham, Sussex, Tailor. Jan 16.